

#### Amendment No. 3 to Contract No. PA170000037

Insurance Broker of Record and Administrator Services for Rolling Owner Controlled Insurance Program Phase VII

between
Marsh USA Inc.
DBA Marsh USA
and the
City of Austin, Texas

- 1.0 The City hereby amends the above-referenced contract to make the following change:
  - 1.1 Add an increase of \$61,000, updating the Contract not-to-exceed amount as shown in Paragraph 2.0 herein.
- 2.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 4/12/2017 - 4/12/2022	\$650,000.00	\$650,000.00
Amendment No. 1: Revise Section 3.1 of Contract	\$731,074.00	\$1,381,074.00
Amendment No. 2: Add Administrative Increase, Incorporate Performance Measures 4/30/2018	\$59,000.00	\$1,440,074.00
Amendment No. 3: Contract increase of \$61,000.00	\$61,000.00	\$1,501,074.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

#### 5.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Marsh USA, Inc. dba Marsh USA

Authorized Representative Signature & Date

TOHN T. EGAN
Printed Name of Authorized Representative

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Title

Marsh USA, Inc. 10900 Stonelake Blvd., 3<sup>rd</sup> Floor Austin, TX 78759-5795 (512) 306-5411 John.J.Egan@marsh.com City of Austin

Printed Name: Lynnette Hicks

Title: Procurement Specialist IV

City of Austin
Purchasing Office
124 W. 8<sup>th</sup> Street, Ste. 310
Austin, TX 78701
Lynnette.Hicks@austintexas.gov



#### Amendment No. 2 to Contract No. PA170000037 for

Insurance Broker of Record and Administrator Services for Rolling Owner
Controlled Insurance Program Phase VII
between
Marsh USA Inc.

DBA Marsh USA and the City of Austin, Texas

- 1.0 The City hereby amends the above-referenced contract to make the following changes:
  - 1.1 Add an administrative increase of \$59,000, updating the Contract not-to-exceed amount as shown in Paragraph 2.0 herein.
  - 1.2 Incorporate the attached Performance Measures as Exhibit F to the Contract.
- 2.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 4/12/2017 – 4/12/2022	\$650,000.00	\$650,000.00
Amendment No. 1: Revise Section 3.1 of Contract	\$731,074.00	\$1,381,074.00
Amendment No. 2: Add Administrative Increase, Incorporate Performance Measures 4/30/2018	\$59,000.00	\$1,440,074.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

#### 5.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Signature & Date:

Printed Name:-

Authorized Representative

Marsh USA, Inc.

10900 Stonelake Blvd., 3rd Floor

Austin, TX 78759-5795

(512) 306-5411

John.J.Egan@marsh.com

Signature & Date:

Roger Stricklin, Procurement Specialist IV

City of Austin Purchasing Office

### EXHIBIT F PERFORMANCE MEASURES

	PERFORMANCE MEASURE	ACCEPTABLE PERFORMANCE	LIQUIDATED DAMAGE
1	Written Analysis and Evaluation of Insurance Carrier(s) Quotation(s) Received and Evaluated Timely	Written analysis and evaluation of all insurance carrier(s) quote(s) received by Contractor are due within 1 week after receipt of all quotes from carriers.	25% of First Year Annual Fee  City will have significant cost impact if the foundation project for the program is not included due to untimely receipt of Contractor analysis and evaluation of quotes.
2	Review City Construction Contract documents to conform with Program Specifics	Review of City construction contract documents to ensure limits, coverages forms, endorsements and manuals are correctly identified within ten (10) business days of receipt for review.	10% of First Year Annual Fee  City will have significant cost impact and liability should construction contract documents not reflect correct program specifics.
3	Contractor attendance at Pre-Con Meetings	Contractor shall be present at initial Pre- Con meetings when provided at least two (2) business days advance notice. This measure will be tracked during Monthly Meetings. Exceptions may be made at City's discretion for situations such as car mechanical problems, weather delays, illness, approval from the City, etc.	\$1,000 per missed meeting  City will have cost impact if  Contractor is not at meetings to explain and describe the program and its operation.
4	Monthly and Net Cost Savings Reports provided at least two (2) business days prior to Program Status Meetings.	Monthly and Net Cost Savings Reports will be accurate and timely. Reports are timely if they are submitted electronically to the City at least two (2) business days prior to Program Status Meetings. Accurate means free of material errors (including, but not limited to errors in program related dates, project names, program financial data, and formulas). Reports with up to two (2) errors shall be considered accurate. This measure will be tracked during Monthly Meetings. Exceptions will be made in cases where accurate report data has not been provided in a timely manner by the City, contractors, or other third parties.	\$1,000 per untimely or inaccurate report with a maximum of \$1,000 in any single month  City will have cost impact if Contractor does not provide timely reports.

### EXHIBIT F PERFORMANCE MEASURES

5	Verify and Confirm Accuracy of all insurance carrier and Contractor fee invoices within five (5) days business days of receipt by Contractor and City.	100% of insurance carrier monthly loss invoices and quarterly Contractor fee invoices are verified and confirmed whether or not they are accurate against insurance carrier loss runs and agreed upon Contractor fees in writing to the City within five (5) business days of receipt. This measure will be tracked during Monthly Meetings.	\$500 per month  City will have cost impact if Contractor does not verify and confirm insurance carrier and Contractor invoices timely.
6	Provide insurance carrier's Claim Summary Information Packets at least two (2) business days prior to Claim Review Meetings.	100% of insurance carrier's Claim Summary Information Packets received by the City at least two (2) business days prior to Claim Review Meetings. This measure will be tracked throughout the year after meetings are held. Contractor will be given at least one month advance notice of the meetings. Contractor will not be held accountable if the insurance carrier fails to provide Contractor complete and accurate Packets at least four (4) business days prior to Claim Review Meeting.	\$500 per meeting  City will have cost impact if Contractor does not provide timely Claim Summary Information Packets.
7	Facilitate and Document annual summary of all program invoices and payments.	Coordinate gathering of summary documentation and accurately report ROCIP program financial information to Risk Management, providing all insurance carrier and Contractor invoices and City payments received annually within two (2) months (8/1) of the anniversary date of the ROCIP program's effective date (5/31). Accurate means free of material errors (including, but not limited to errors in program related dates, project names, program financial data, and formulas). Reports with up to two (2) errors shall be considered accurate.  Contractor will not be responsible for the accuracy of information provided by third parties such as the City or insurance carrier. A delay will be accepted if the City and insurance carrier do not provide necessary data by the anniversary date (5/31). Report format shall be mutually agreed upon by City and Contractor.  Damages shall be tracked annually during the August Monthly Meeting.	\$2,500 per annual report  City will have cost impact if Contractor does not facilitate and document all program invoices and payments annually.

### EXHIBIT F PERFORMANCE MEASURES

8	ROCIP 7 Close Out	Contractor will produce an accurate Close	\$5,000 per inaccurate or late
	Report	Out Report using a mutually agreed upon	Close Out Report.
		"as of" date within six (6) months after the	
		program's Workers Compensation	City will have cost impact if
		insurance coverage expiration date if	Contractor does not produce
		insurance carrier has completed its Final	an accurate and timely
		Audit by then. Report shall include:	Close-Out Report
		Addit by then. Report shall include.	·
		A list of all enrolled contractors and policies;	
		Program Overview	
		Financial Summary	
		Invoice and Payment Reconciliation	
		ROCIP Activities	
		Net Cost Savings	
		Carrier Loss Runs	
		Program Cost Calculations	
		Accurate means free of material errors	
		(including, but not limited to errors in	
		program related dates, project names.	
		program financial data, and formulas).	
		Reports with up to two (2) errors shall be	
		considered accurate.	
		The Close Out Report Damages shall be	
		determined one month after receipt of	
		Report by City.	

Liquidated Damages will be determined throughout the year as Performance Measures become due. City will provide a monthly notification to Contractor listing any Deficient Performance Measures, and the justification for the Liquidated Damages. An annual notification will be provided by City to Contractor by June 15 each year.

By mutual agreement, Items 1 and 2 have already been satisfactorily completed.

Items 3, 4, 5 and 6 will have Liquated Damages, if any, for the previous 12 months assessed against Contractor's annual fee in June each year. Item 7 Liquidated Damages, if any, will be assessed in June of the following year. No Liquidated Damages can be assessed for activities prior to the effective date of this contract amendment.

A retainage of \$10,000 will be withheld from Contractor's year 5 (Final Year) annual fee. Within 30 days of receipt of Final Report, City will determine Liquidated Damages. Retainage will be reduced by the amount of year 5 (Final Year) Liquidated Damages. The remaining retainage will be released to Contractor within 30 days of receipt of Final Report.

Maximum annual cumulative Liquidated Damages amount: \$5,000 (not including potential Item 8 Liquidated Damages).



#### Amendment No. 1 to Contract No. PA170000037 for

Insurance Broker of Record and Administrator Services for Rolling Owner Controlled
Insurance Program Phase VII

between
Marsh USA Inc.
and the
City of Austin, Texas

- 1.0 In accordance with Section 7.15, <u>Modifications</u>, of the Contract, the City and Marsh USA Inc. (hereinafter "Contractor") agree to execute a zero cost (\$0.00) amendment adding provisions acknowledging that the City will make insurance premium and loss payments directly to the selected insurance carrier, Liberty Mutual Insurance Group.
- 2.0 Delete Section 3.1, Contract Amount, of the contract and replace as follows:

The Contractor will be paid a total not-to-exceed amount of \$1,381,074 for the contract term (\$650,000 as compensation for administrator services and \$731,074 as excess liability insurance coverage). Payment shall be rendered upon written acceptance of the deliverables by the City. Administrator services shall be paid in equal quarterly amounts commencing in June 2017 and continuing thereafter in September, December, and March of every year of the contract term. Excess Liability insurance coverage shall paid in one lump sum.

Administrator Service Fees	June	September	December	March	Yearly Total
Year 1	\$12,500	\$12,500	\$12,500	\$12,500	\$50,000
Year 2	\$36,250	\$36,250	\$36,250	\$36,250	\$145,000
Year 3	\$36,250	\$36,250	\$36,250	\$36,250	\$145,000
Year 4	\$36,250	\$36,250	\$36,250	\$36,250	\$145,000
Year 5	\$41,250	\$41,250	\$41,250	\$41,2500	\$165,000

Contractor shall earn and retain interest income on premium payments held by Contractor on behalf of insurer's during the period between receipt of such payments from the City and the time such payments are remitted to the applicable insurer, where permitted by applicable law.

3.0 Add the following as Section 3.1.1 to the Contract:

It is acknowledged that an amount of \$5,151,475 shall be payable by the City directly to Liberty Mutual Insurance Group for insurance premiums and loss payments to insurance policies supporting ROCIP VII.

4.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 4/12/2017 - 4/12/2022	\$650,000.00	\$650,000.00
Amendment No. 1: Revise Section 3.1 of Contract	\$731,074	\$1,381,074

- 5.0 MBE/WBE goals were not established for this contract.
- 6.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 7.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Signature & Date:

Printed Name: - CHA Authorized Representative

Marsh USA, Inc.

Signature & Date:

Monica McClure, Contract Mgmt Specialist IV

City of Austin Purchasing Office



May 1, 2017

Marsh USA Inc.
Mr. John Egan
Senior Vice President
4400 Comerica Bank Tower
1717 Main Street
Dallas, Texas 75201
John.J.Egan@marsh.com

Dear Mr. Egan

The Austin City Council approved the execution of a contract with your company for Insurance Broker of Record and Administrator Services for Rolling Owner Controlled Insurance Program Phase VII in accordance with the referenced solicitation.

Responsible Department:	Risk Management
Department Contact Person:	Leslie Milvo
Department Contact Email	Leslie.Milvo@austintexas.gov
Address:	
Department Contact Telephone:	(512)974-3245
Project Name:	Insurance Broker of Record and Administrator
	Services for Rolling Owner Controlled Insurance
	Program Phase VII
Contractor Name:	Marsh USA Inc.
Contract Number:	MA 5800 PA170000037
Contract Period:	4/12/2017 – 4/12/2022
Dollar Amount	\$650,000.00
Extension Options:	N/A
Requisition Number:	RQM 16051700463
Solicitation Type & Number:	RFP TLF0301
Agenda Item Number:	19
Council Approval Date:	02/16/2017

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Monica L. McClure Contract Management Specialist IV City of Austin



**Purchasing Office** 

cc: Leslie Milvo, City of Austin, Risk Management Manager Benny VandenAvond, City of Austin, Risk Analyst

#### CONTRACT BETWEEN THE CITY OF AUSTIN

AND Marsh USA Inc. For

Insurance Broker of Record and Administrator Services for Rolling Controlled Insurance
Program Phase VII
Contract Number: MA5800 PA170000037

This Contract is made by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and Marsh USA Inc. ("Contractor"), having offices at 1717 Main Street, Suite 4400, Dallas, Texas 75201.

#### SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

- 1.1 <u>Engagement of the Contractor</u>. Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in Section 2, Scope of Work.
- 1.2 <u>Responsibilities of the Contractor</u>. The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for providing the commodities identified in Section 2. In the event that the need arises for the Contractor to provide deliverables beyond those stated in the Section 2, the Contractor and the City shall negotiate mutually agreeable terms and compensation for such.
- 1.3 Responsibilities of the City. The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in delivering the commodities. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all invoices for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress.
- 1.4 <u>Designation of Key Personnel</u>. The Contractor's Contract Manager for this engagement shall be John Egan, Phone: (214)303-8125, Email Address: John.J.Egan@marsh.com. The City's Contract Manager for the engagement shall be Leslie Milvo, (512) 974-3245, Email Address: Leslie.Milvo@austintexas.gov. The City's and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor will promptly notify the City Contract Manager and obtain approval for the replacement. Such approval shall not be unreasonably withheld.

#### SECTION 2. SCOPE OF WORK

- 2.1 <u>Contractor's Obligations</u>. The Contractor shall fully and timely provide all deliverables described in the Scope of Work, attached hereto as Exhibit A ("Scope of Work") and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations. For the avoidance of doubt, the Scope of Work may contain additional terms that will govern this Contract.
- 2.2 <u>Tasks</u>.. In order to accomplish the work described herein, the Contractor shall perform each of the following tasks as described in the Scope of Work.
  - 2.2.1 In the event there is a significant change in Contractor's obligations and Scope of Work which affects the nature and scope of the Contractor, Contractor and City agree to renegotiate Contractor's compensation in good faith.

#### SECTION 3. COMPENSATION

3.1 <u>Contract Amount</u>. The Contractor will be paid a total not-to-exceed amount of \$650,000 for the contract term. Payment shall be made in equal quarterly installments upon written acceptance of the deliverables by the City. Contractor shall earn and retain interest income on premium payments held by Contractor on behalf of insurer's during the period between receipt of such payments from the City and the time such payments are remitted to the applicable insurer, where permitted by applicable law.

#### 3.2 Invoices.

- 3.2.1 The Contractor shall submit separate invoices in duplicate on each purchase order or delivery order after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- 3.2.2 Invoices shall contain a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Contractor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Invoices received without all required information cannot be processed and will be returned to the Contractor. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. Invoices shall be mailed to the below address:

	City of Austin	
Department	Human Resources	
Attn:	Leslie Milvo	
Address	P.O. Box 1088	
City, State, Zip Code	Austin, Texas 78767	

- 3.2.3 Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- 3.2.4 In certain cases, placement which Contractor makes in connection with the ROCIV VII Program may require the payment of insurance premium taxes (including U.S. Federal excise taxes) use taxes, excess or surplus lines or similar taxes and/or fees to federal or state or foreign regulators, boards or associations. The City will pay such taxes and fees whenever assessed. Contractor will identify such taxes on invoices covering these placements. Any such taxes and fees collected by Contractor shall be promptly remitted by Contractor to the appropriate authorities. City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate for such City sales taxes upon request.

#### 3.3 Payment.

- 3.3.1 All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later.
- 3.3.2 If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.
- 3.3.3 The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
  - 3.3.3.1 delivery of defective or non-conforming deliverables by the Contractor;
  - 3.3.3.2 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
  - 3.3.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
  - 3.3.3.4 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
  - 3.3.3.5 reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
  - 3.3.3.6 failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or

- 3.3.3.7 failure of the Contractor to comply with any material provision of the Contract Documents.
- 3.3.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- 3.3.5 Payment will be made by check or electronic funds transfer for all goods and services provided under the Contract.
- 3.4 Retainage. The City reserves the right to withhold a 10 percent (%) retainage until completion of all work required by the Contract. The Contractor's invoice shall indicate the amount due, less the retainage. Upon final acceptance of the work, the Contractor shall submit an invoice for the retainage to the City and payment will be made as specified in the Contract. Payment of the retainage by the City shall not constitute nor be deemed a waiver or release by the City of any of its rights and remedies against the Contractor for recovery of amounts improperly invoiced or for defective, incomplete or non-conforming work under the Contract.
- 3.5 <u>Non-Appropriation</u>. The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.
- 3.6 <u>Reimbursable Expenses</u>. Expenses incurred directly in support of completing the work set forth in this Contract are reimbursable to the Contractor within the Contract amount.
  - 3.6.1 <u>Administrative</u>. The Contractor will be reimbursed for selected administrative expenses incurred directly in support of executing this Contract. Reimbursable administrative expenses include actual charges for long distance telephone calls, facsimile transmissions, reproduction, printing and binding, postage, express delivery and report processing.
  - 3.6.2 <u>Travel Expenses</u>. All travel, lodging, and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Contract will be reviewed against the City's Travel Policy and the current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

http://www.gsa.gov/portal/category/21287

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulation.

#### 3.7 Final Payment and Close-Out.

- 3.7.1 If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the project manager or contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- 3.7.2 The making and acceptance of final payment will constitute:
  - 3.7.2.1 a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
  - 3.7.2.2 a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

#### **SECTION 4. TERM AND TERMINATION**

- 4.0 <u>Term of Contract</u>. This Contract shall become effective on the date executed by the City ("Effective Date") and shall remain in effect for a term of sixty (60) months and administrator services must continue until all applicable ROCIP programs are considered closed and final by the insurance carrier, the City and the Contractor.
- 4.1 Right To Assurance. Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
- 4.2 <u>Default</u>. The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by Contractor to the City.
- Termination For Cause. In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
- 4.4 <u>Termination Without Cause</u>. The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
- 4.5 <u>Fraud.</u> Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

#### SECTION 5. OTHER DELIVERABLES

5.1 Insurance: The following insurance requirements apply.

#### 5.1.1 General Requirements.

- 5.1.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.
- 5.1.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to Contract execution and within fourteen (14) calendar days after written request from the City.
- 5.1.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

- 5.1.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- 5.1.1.5 The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- 5.1.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- 5.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall be mailed to the following address:

City of Austin Purchasing Office P. O. Box 1088 Austin, Texas 78767

- 5.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- 5.1.1.9 If insurance policies are not written for amounts specified in Paragraph 5.1.2, Specific Coverage Requirements, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- 5.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- 5.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- 5.1.1.12 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- 5.1.1.13 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.
- 5.1.1.14 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- 5.1.2 <u>Specific Coverage Requirements</u>. The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.
  - 5.1.2.1 <u>Commercial General Liability Insurance</u>. The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

- 5.1.2.1.1 Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
- 5.1.2.1.2 Contractor/Subcontracted Work.
- 5.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period.
- 5.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage.
- 5.1.2.1.5 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage.
- 5.1.2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.
- 5.1.2.2 <u>Business Automobile Liability Insurance</u>. The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements:
  - 5.1.2.2.1 Waiver of Subrogation, Endorsement CA0444, or equivalent coverage.
  - 5.1.2.2.2 Thirty (30) calendar day's Notice of Cancellation, Endorsement CA0244, or equivalent coverage.
  - 5.1.2.2.3 The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- 5.1.2.3 Worker's Compensation and Employers' Liability Insurance. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:
  - 5.1.2.3.1 The Contractor's policy shall apply to the State of Texas.
  - 5.1.2.3.2 Waiver of Subrogation, Form WC420304, or equivalent coverage.
  - 5.1.2.3.3 Thirty (30) calendar day's Notice of Cancellation, Form WC420601, or equivalent coverage.

#### 5.1.2.4 Professional Liability Insurance.

- 5.1.2.4.1 The Contractor shall provide coverage, at a minimum limit \$5,000,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.
- 5.1.2.4.2 If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.

5.1.2.5 Endorsements. The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

#### 5.2 Equal Opportunity.

- 5.2.1 <u>Equal Employment Opportunity.</u> No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.
- 5.2.2 <u>Americans With Disabilities Act (ADA) Compliance</u>. No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.
- 5.3 Interested Parties Disclosure. As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the Offeror. Link to Texas Ethics Commission Form 1295 process and procedures below:

https://www.ethics.state.tx.us/whatsnew/elf\_info\_form1295.htm

#### 5.4 Delays.

- 5.4.1 The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified herein. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- 5.4.2 Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in Contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.
- 5.5 <u>Rights to Proposal and Contractual Material</u>. All material submitted by the Contractor to the City, with the exceptions listed below, shall become public property of the City upon receipt and is subject to the Texas Open Records Act, Chapter 552, Texas Government Code. If Contractor does not desire proprietary information in the materials to be disclosed, each page must be identified and marked proprietary at the time of submission. The City, will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information is disclosed, however, lies with the Texas Attorney General. Failure of the Contractor to identify proprietary information will result in unmarked sections being deemed non-proprietary and available upon public request.

- 5.5.1 All documents, materials, and computer software used by or developed by or for Contractor shall be deemed proprietary to Contractor and remain the sole property of Contractor, including:
  - Risk Information systems including MWrap
  - Financial analyses and models
  - Templates of Wrap-Up Programs/Insurance, claim, and safety manuals
  - Templates of Wrap-Up related bid documents
  - · Insurance deduction management plan
  - Stewardship/management report templates
  - Underwriting specifications

Shall be deemed proprietary to Contractor and remain the sole property of Contractor.

5.6 <u>Publications</u>. All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

#### SECTION 6. WARRANTIES

#### 6.1 Warranty - Price.

- 6.1.1 The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- 6.2 <u>Warranty Services</u>. The Contractor warrants and represents that all services to be provided to the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
  - 6.2.1 The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
  - 6.2.2 If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may require to purchase under the Contract from the Contractor, and may purchase conforming services from other sources. In such event, the Contractor shall pay to the City, upon demand, the increased cost, if any, incurred by the City to procure such services from another source.

#### **SECTION 7. MISCELLANEOUS**

- 7.1 <u>Significant Event</u>. The Contractor shall immediately notify the City's Contract Manager of any current or prospective "significant event" on an ongoing basis. All notifications shall be submitted in writing to the Contract Manager. As used in this provision, a "significant event" is any occurrence or anticipated occurrence which might reasonably be expected to have a material effect upon the Contractor's ability to meet its contractual obligations. Significant events may include but not be limited to the following:
  - 7.1.1 disposal of major assets;
  - 7.1.2 any major computer software conversion, enhancement or modification to the operating systems, security systems, and application software, used in the performance of this Contract;
  - 7.1.3 any significant termination or addition of provider contracts;
  - 7.1.4 the Contractor's insolvency or the imposition of, or notice of the intent to impose, a receivership, conservatorship or special regulatory monitoring, or any bankruptcy proceedings, voluntary or involuntary, or reorganization proceedings;

- 7.1.5 strikes, slow-downs or substantial impairment of the Contractor's facilities or of other facilities used by the Contractor in the performance of this Contract;
- 7.1.6 reorganization, reduction and/or relocation in key personnel;
- 7.1.7 known or anticipated sale, merger, or acquisition;
- 7.1.8 known, planned or anticipated stock sales;
- 7.1.9 any litigation against the Contractor; or
- 7.1.10 significant change in market share or product focus.

#### 7.2 Audits and Records.

7.2.1 The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

#### 7.2.2 Records Retention:

- 7.2.2.1 Contractor is subject to City Code 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.
- 7.2.2.2 All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City
- 7.2.3 The Contractor shall include sections 7.2.1 and 7.2.2 above in all subcontractor agreements entered into in connection with this Contract.
- 7.3 Stop Work Notice. The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

#### 7.4 Indemnity and Limits of Liability.

#### 7.4.1 Definitions:

- 7.4.1.1 "Indemnified Claims" shall include any and third party all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
  - 7.4.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;
  - 7.4.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
- 7.4.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

- 7.4.2 THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.
- 7.4.3 NOTWITHSTANDING ANYTHING ELSE IN THIS CONTRACT OR OTHERWISE, EXCEPT WITH RESPECT TO EXCEPTED CLAIMS, NEITHER PARTY WILL BE LIABLE OR OBLIGATED WITH RESPECT THIS AGREEMENT UNDER ANY THEORY OF CONTRACTUAL RECOVERY, INCLUDING STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR DAMAGES IN ANY AMOUNTS IN EXCESS OF FIVE (5) TIMES THE CONTRACT AMOUNT. TO CLARIFY, "EXCEPTED CLAIMS" MEANS DAMAGE FOR (I) PROPERTY DAMAGES FOR BODILY INJURY OR DEATH (II) DAMAGES ATTRIBUTABLE TO GROSS NEGLIGENCE, INTENTIONAL OR WILLFUL MISCONDUCT, (III) DAMAGES ATTRIBUTABLE TO BREACH OF CONFIDENTIALITY BY CONTRACTOR (INCLUDING LOSS OR DISCLOSURE OF CITY CONFIDENTIAL INFORMATION); (IV) ANY CLAM MADE PURSUANT TO INSURANCE CONTRACTOR IS REQUIRED TO MAINTAIN UNDER THIS CONTRACT.
- 7.5 <u>Claims</u>. If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2<sup>nd</sup> Street, 4<sup>th</sup> Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
- 7.6 Notices. Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:

To the Contractor:

City of Austin, Risk Management Office

Marsh USA Inc.

ATTN: Leslie Milvo

ATTN: John Egan

1717 Main Street, Suite 4400

P O Box 1088

Dallas, Texas 75201

Austin, TX 78767

Stin, 1A 70707 Dallas, Texas 7520

7.7 Confidentiality. In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor may include, on an anonymous basis, information relating to your insurance program in benchmarking, modeling, analytic and insurance offerings. The Contractor (including its employees, subcontractors, agents, or representatives) agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

- 7.7.1 The Contractor may release the Confidential Information to insurers and other financial institutions relevant to the underwriting and/or evaluation of the City's risks and the processing of claims, provided that such insurers and financial institutions are informed of the confidential nature of such information.
  - The restrictions and agreements set forth above shall not apply to any Confidential Information: (a) which at the time disclosed to or obtained by Contractor is in the public domain; (b) which becomes part of the public domain through no act, omission or fault of Contractor, (c) which Contractor's records demonstrate was developed independently by Contractor or was received by Contractor from a third party which Contractor had no reason to believe had any confidentiality or fiduciary obligation to the City with respect to such information; (d) which is required to be disclosed by law, including without limitation, pursuant to the terms of a subpoena or other similar document; provided, however, Contractor shall, to the extent practical, give prior timely notice of such disclosure to the City to permit the City to seek a protective order and, absent the entry of such protective order, Contractor shall disclose only such Confidential Information that Contractor is advised by counsel must be disclosed by law.
- 7.8 Advertising. The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
- 7.9 No Contingent Fees. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
- 7.10 <u>Gratuities</u>. The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
- 7.11 Prohibition Against Personal Interest in Contracts. No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
- 7.12 <u>Independent Contractor</u>. The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
- 7.13 <u>Assignment-Delegation</u>. The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
- 7.14 Walver. No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

- 7.15 <u>Modifications</u>. The Contract can be modified or amended only in writing signed by both parties. No preprinted or similar terms on any Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
- 7.16 Interpretation. The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

#### 7.17 Dispute Resolution.

- 7.17.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- 7.17.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

#### 7.18 Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program.

- 7.18.1 All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts.
- 7.18.2 The City of Austin has determined that no goals are appropriate for this Contract. Even though no goals have been established for this Contract, the Contractor is required to comply with the City's MBE/WBE Procurement Program, Chapters 2-9A, 2-9B, 2-9C and 2-9D, of the City Code, as applicable, if areas of subcontracting are identified.
- 7.18.3 If any service is needed to perform the Contract and the Contractor does not perform the service with its own workforce or if supplies or materials are required and the Contractor does not have the supplies or materials in its inventory, the Contractor shall contact the Department of Small and Minority Business Resources (DSMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Contractor must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

#### 7.19 Subcontractors.

- 7.19.1 If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan, the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- 7.19.2 Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
  - 7.19.2.1 require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract.
  - 7.19.2.2 prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
  - 7.19.2.3 require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract:
  - 7.19.2.4 require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
  - 7.19.2.5 require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- 7.19.3 The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- 7.19.4 The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

#### 7.20 Living Wages.

- 7.20.1 The minimum wage required for any Contractor employee directly assigned to this City Contract is \$13.50 per hour, unless Published Wage Rates are included in the solicitation, if applicable. In addition, the City may stipulate higher wage rates in certain contracts in order to assure quality and continuity of service.
- 7.20.2 The City requires Contractors to provide a signed certification within five (5) calendar days of Contract execution certifying that all employees directly assigned to this Contract will be paid a minimum living wage equal to or greater than \$13.50 per hour (see Exhibit D, Living Wages Contractor Certification). The certification shall include a list of all employees directly assigned to providing services under the Contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.

- 7.20.3 The Contractor shall maintain throughout the term of the Contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).
- 7.23.4 The Contractor shall provide to the Department's Contract Manager with the first invoice, individual Employee Certifications for all employees directly assigned to the Contract. The City reserves the right to request individual Employee Certifications at any time during the Contract term. Employee Certifications shall be signed by each employee directly assigned to the Contract. The Employee Certification form is available on-line at:

https://assets.austintexas.gov/purchase/living\_wages\_employee\_certification.pdf

- 7.23.5 Contractor shall submit employee certifications annually on the anniversary date of Contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the Contract. The Employee Certification Forms shall be submitted for employees added to the Contract and/or to report employee changes as they occur.
- 7.23.6 The City's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records identified above in paragraph 7.23.3 above to verify compliance with this provision.
- 7.21 <u>Jurisdiction And Venue</u>. The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.
- 7.22 Invalidity. It is the intent of the parties that the provisions of this Agreement shall be enforced to the fullest extent permitted by applicable law. To the extent that the terms set forth in this Agreement or any word, phrase, clause or sentence is found to be illegal or unenforceable for any reason, such word, phrase, clause or sentence shall be modified or deleted in such manner so as to afford the party for whose benefit it was intended the fullest benefit commensurate with making this Agreement, as modified, enforceable, and the balance of this Agreement shall not be affected thereby, the balance being construed as severable and independent.
- 7.23 Holidays. The following holidays are observed by the City:

Holiday	Date Observed	
New Year's Day	January 1	
Martin Luther King, Jr.'s Birthday	Third Monday in January	
President's Day	Third Monday in February	
Memorial Day	Last Monday in May	
Independence Day	July 4	
Labor Day	First Monday in September	
Veteran's Day	November 11	
Thanksgiving Day	Fourth Thursday in November	
Friday after Thanksgiving	Friday after Thanksgiving	
Christmas Eve	December 24	
Christmas Day	December 25	

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

- 7.24 <u>Survivability of Obligations</u>. All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.
- 7.25 Non-Suspension or Debarment Certification. The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 7.26 Incorporation of Documents. Section 0100, Standard Purchase Definitions, is hereby incorporated into this Contract by reference, with the same force and effect as if they were incorporated in full text. The full text versions of this Section are available, on the Internet at the following online address: <a href="https://assets.austintexas.gov/purchase/downloads/standard\_purchase\_definitions.pdf">https://assets.austintexas.gov/purchase/downloads/standard\_purchase\_definitions.pdf</a>
- 7.27 Order of Precedence. The Contract includes, without limitation, this Contract, the Offer submitted in response to the Solicitation, the Contract award. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order.
  - 7.27.1 This Contract and any Amendments thereto;
  - 7.27.2 the Offer and exhibits; within the Offer

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

MARSH OSA INC.	CITY OF AUSTIN
By: Jr Mw Tagan Signature	By: \ \ Signature
Name: TOHN T. EGAN Printed Name	Name: Morica McClurz Printed Name
Title: SENIOR VICE PRESIDENT	Title Contrad-Mgm - Specialist IV
Date: 4//2/17	Date: 101 12, 2017

#### List of Exhibits

Exhibit A	Scope of Work
Exhibit B	Non Discrimination Certification
Exhibit C	Non-Suspension or Debarment Certification
Exhibit D	Living Wages Contractor Certification, Section 0815
Exhibit E	Living Wages Employee Certification, Section 0820

#### EXHIBIT A CITY OF AUSTIN SCOPE OF WORK (RFP)

### Insurance Broker of Record and Administrator Services for Rolling Owner Controlled Insurance Program VII

#### SCOPE OF WORK

"ROCIP", "ROCIP VII", or the "Program") includes general liability (hereinafter "GL"), workers' compensation and employers' liability (hereinafter "WC"), and excess liability. Coverage must be broad and the City of Austin's (hereinafter "City") ability to participate in the selection of coverages, limits, deductibles and conditions is mandatory. The City reserves the right to consider incurred loss and paid loss program options.

- The City does not have nor does it plan on implementing any drug testing program for contractors.
- The City does not nor does it plan on requiring contractors to implement a return to work program.
- Due to the potential number and types of projects the City will not include builders risk insurance in this contract.

Marsh USA, Inc. (hereinafter "Administrator") is expected to commence services immediately upon award of the contract. Failure to meet the proposed service schedule may result in penalties to Administrator.

Administrator will use its best efforts to place the program on behalf of the City as directed by the City and secure the City's approval prior to requesting insurers to bind coverage. However, the Contractor will not guarantee or make any representations or warranty that insurance can be placed on terms acceptable to the City.

Administrator will use its best effort to place the coverage net of commissions. If Contractor is unable to place the coverage net of commissions, prior to each placement by Contractor of its affiliates for the City, Contractor or the applicable affiliate shall disclose to the City commissions to be collected by the Contractor or its affiliates, except when such affiliates are acting as an underwriting manager on behalf of insurers. Contractor shall credit amounts equal to any retail commissions collected by Contractor or its affiliates against remaining installments of the annual fee (except as provided below) and, to the extent in excess of the remaining installments, refund previously paid installments of the annual fee. In the event such retail commissions for the Contract Year exceed the annual fee for that year, then such excess retail commissions shall be returned to the City if permitted by law. Otherwise, an amount equal to such excess retail commissions shall be carried forward and applied against Contractor's annual compensation for subsequent years if permitted by law.

Administrator will provide the City information and services related to insurance, regulatory and insurance tax issues relating to the City's insurance program. Any reports or advice provided by Administrator will be based on publicly available information and Administrator's experience as an insurance broker and risk consultant in dealing with such matter for other than the City's and will not be relied upon as accounting, regulatory or tax advice. In all instances, City will seek its own advice on accounting, regulatory and tax matters from professional legal and tax advisors.

Administrator will not be responsible for the solvency of any insurance carrier or its ability or willingness to pay claims, return premiums or other financial obligations. Insurers with whom risks have been placed with be deemed acceptable to the City.

The City shall be solely responsible for the accuracy and completeness of information and other documents furnished to Administrator and/or insurers by the City and shall sign any applications for insurance. The City recognizes and agrees that all insurance coverages procured as part of the ROCIP program and all services, evaluations and reports provided by Administrator hereunder are based on data and information

0500 (RFP) Scope of Work page 1 ROCIP VII

furnished by the City. Administrator will be under no obligation to investigate or verify the completeness or accuracy of any such data or information, nor will Administrator have any liability for errors, deficiencies or omissions in any services provided by the City, or any insurance coverages placed for the ROCIP project based on any such inaccurate or incomplete data or information. The City understands that the failure to provide all necessary information to an insurer, whether intentional or by error, could result in the impairment or voiding of coverage.

- SCOPE OF SERVICES The Administrator shall complete the following activities at times and in forms to be specified by the City:
  - 1.1 <u>Insurance Program Design and Marketing</u>: Services shall include, but not be limited to the following:
    - 1.1.1 Analyze project hazards and recommend appropriate level of risk retention and transfer.
    - 1.1.2 Design an insurance program for City review and approval that protects the City from loss and optimizes use of available funding.
    - 1.1.3 Identify and actively pursue insurance carriers that can provide the coverage, financial, and operational terms of the approved insurance program.
    - 1.1.4 Develop the underwriting submission and market the submission to identified insurance carriers.
    - 1.1.5 Assess whether coverage quotations received from insurance carriers meet the approved insurance program specifications.
    - 1.1.6 Confer and consult with the City regarding the coverage quotations received from insurance carriers.
    - 1.1.7 Provide a thorough written analysis and evaluation of coverage quotation(s) received from insurance carrier(s). The analysis must facilitate effective comparison to coverage provided under ROCIP VII, as well as between the various carriers/options.
    - 1.1.8 Develop proformas that include premiums and expected loss picks at various construction levels.
    - 1.1.9 Create a selection criteria matrix and coordinate the carrier selection and interview process (if needed).
    - 1.1.10 If the City Council does not approve the selection of the ROCIP Administrator and the negotiation and binding of insurance coverage at a later date, the Administrator will not be paid for the Scope of Services listed in Section 0500, 6.1.
  - 1.2 <u>Negotiate</u>, <u>Bind</u>, <u>and Implement Insurance Program</u>: Services shall include, but not be limited to the following:
    - 1.2.1 Facilitate negotiations and refinements with selected insurance carrier(s), including, but not limited to collateral requirements, policy renewals, premium payment schedules, audit returns, and buy-out provisions.
- 1.2.2 Bind coverage and maintain insurance policies and coverage without lapse as 0500 (RFP) Scope of Work page 2 ROCIP VII 2016

requested by the City.

- 1.2.3 Accept excess liability premium payments and then pay the premiums to the excess liability carrier(s). Premiums for General Liability and Workers' Compensation will be paid by the City directly to the insurance carrier(s) after an addendum is approved by the City Council identifying the insurance carrier(s) and allowing payment to be made directly to them.
- 1.2.4 Review policies to verify conformance with specifications.
- 1.2.5 Request all required coverage changes and ensure that all endorsements are issued accurately.
- 1.2.6 Provide copies of Master policies and all endorsements to the City.
- 1.2.7 Participate in the negotiation of policy extensions, premium pay-ins, audit returns, reconciliations of all monies, and buy-out provisions.
- 1.2.8 Review City construction contract documents to ensure limits, coverage forms, endorsements and manuals are correctly identified in them.
- 1.2.9 Provide analysis and recommended changes to City construction contract documents with regard to changes in authority, wording, and forms.
- 1.3 Ongoing Policyholder Services and ROCIP Program Management Provided by the Administrator: Services shall include, but not be limited to the following:
  - 1.3.1 Review historic internal Administrator/Risk Management ROCIP processes and procedures and provide the City with suggested revisions/improvements.
  - 1.3.2 Coordinate all data gathering functions and processes between all parties by attending meetings as required and documenting decisions made.
  - 1.3.3 Gather data and enroll contractors in an efficient and effective manner with effort to maintain positive contractor relations. Available technology that facilitates the enrollment process should be used whenever possible.
  - 1.3.4 Communicate timely and effectively with contractors, insurance carriers, and the City to secure all necessary ROCIP data required to enroll contractors, maintain policies, and report program status.
  - 1.3.5 Be available during regular business hours to answer phone calls and field questions from City and contractors, including but not limited to contractor inquiries regarding elimination of insurance costs from bids, enrollment support to contractors who need assistance at time of award, and claims reporting facilitation, review and management.
  - 1.3.6 Develop a detailed ROCIP Manual with written procedures and flowcharts for all functions and activities of the ROCIP program for City review and approval. The ROCIP Manual shall explain in plain language the details of the coverage provided by the ROCIP, as well as the enrollment and claims reporting processes. The ROCIP Manual shall furnish all necessary enrollment and claim forms, and reference the current Standard Project Safety Manual. Site-specific ROCIP Manuals shall be developed for each enrolled project.
  - 1.3.7 Issue insurance binders, certificates, and policies to all enrolled contractors.

- 1.3.8 Secure, review for conformance to specifications, and maintain contractor insurance certificates for evidence of auto liability, general liability and workers compensation as required by the contract from all non-enrolled and enrolled contractors working on ROCIP projects. Assure proper language for waivers and additional insureds in included in the certificates of insurance.
- 1.3.9 Document and track the current workers compensation and general liability rates from every contractor's existing insurance policies for the purpose of defining the Traditional Contractors costs for use in the Net Cost Savings calculation.
- 1.3.10 Attend and give ROCIP presentations at all project pre-bid and pre-construction meetings. There shall be at least one pre-bid meeting and one pre-con meeting for each project. Provide detailed explanation of the enrollment process, claim notification procedures and contractor payroll collection and submission processes.
- 1.3.11 Conduct on-site Enrollment Workshops when necessary to assist contractors with the enrollment process.
- 1.3.12 Lead and organize Program Status Meetings every month during initial and peak program periods, and as requested during program phase-outs. Provide meeting minutes to the City within two business days after meeting conclusions. These status meetings can be conducted by phone unless Administrator personnel are required in person by the City.
- 1.3.13 Collect and report payroll data from all enrolled contractors on a monthly basis. Available technology that facilities payroll collection should be used whenever possible.
- 1.3.14 Take actions to coordinate and manage insurance carrier audits when necessary.
  - Provide the City with ROCIP data as requested for audits of the program by other sources.
- 1.3.15 Verify the accuracy of any insurance carrier and Administrator bills, audits, and other premium adjustments and confirm that invoices for paid losses are accurate based on the City's program claims experience. Conduct an annual reconciliation of all program invoices and payments.
- 1.3.16 Coordinate adjustments and actively participate in negotiations for close out of the ROCIP VII program.
- 1.3.17 Provide a presentation and/or written information at least annually to Project Managers, Inspectors, Associated General Contractors and/or other professional organizations to disseminate general information about the program.
- 1.3.18 Notify all enrolled contractors and project managers when ROCIP coverage no longer exists.
- 1.3.19 Continue services after Administrator Fee payments ended until the ROCIP VII program is considered closed and final by the insurance carrier(s), the City, and the Administrator.

page 4

- 1.4 <u>Claims Management</u>: Services shall include, but not be limited to the following:
  - 1.4.1 Pro-actively manage the losses experienced under the program. This includes close oversight of the insurance carrier reserve handling procedures and frequent communication with claim adjusters during the claims handling process.
  - 1.4.2 Coordinate claims handling activities and processes between the insurance carrier, City personnel, appropriate contractor's representative(s), and the Administrator. The Administrator shall assist in the management of claims reporting.
  - 1.4.3 Coordinate quarterly claim review meetings between City and the insurance carrier. The insurance carrier's claim summary information packets must be received by the City two business days before the claim review meeting. Claim review meetings can be held by teleconference with insurance carrier adjusters.
  - 1.4.4 Facilitate education and training of enrolled contractors regarding claims reporting procedures.
  - 1.4.5 Facilitate coordination of claim information required by the insurance carrier and requested from enrolled contractors.
  - 1.4.6 Monitor claims activity and provide recommendations for medical cost containment and other methods for reducing claims costs.
  - 1.4.7 Analyze current reserves and negotiate claims issues with the carrier on behalf of the City.
  - 1.4.8 Provide claim information in the form of a status report to the City during monthly meetings.
- 1.5 Risk Management Information System:
  - 1.5.1 The Administrator shall provide a risk management information system (RMIS) that is capable of reporting all relevant information necessary for the successful management of the ROCIP VII program and completion of required reports and records as indicated below.
- 1.6 Reports and Records: The City tracks performance of ROCIP VII as a City program. The Administrator shall have the capability to capture and provide essential data used to evaluate the success of the program using Monthly Report and Net Cost Savings Calculation Reports. These reports shall contain information used as formal documentation for the results measures reported to the Budget Office.
  - 1.6.1 The Monthly Reports shall be provided monthly to the City, at least two business days prior to Program Status Meetings. The reports shall contain, at a minimum:
    - 1.6.1.1 The number of projects enrolled in the program, the number of completed projects, and the number of active projects.
    - 1.6.1.2 The Number of contractors enrolled in the program; the number of enrolled contractors with no off site insurance, and the percentage of contractors identified as minority contractors by ethnic group (African American, Asian American, Hispanic, Native American, and/or Women-owned).
- 1.6.1.3 A claims summary including financials for all claims to date, highlights all page 5 ROCIP VII

new claims, and a breakdown between general liability and workers compensation claims. Report data shall also include the project name, contractor name, claimant name, date of loss, report date, and a description of loss. Sorting capability is required.

- 1.6.1.4 A premium recap providing projected construction values and payroll; completed project values, completed project payroll, losses for completed projects, losses to date for all projects.
- 1.6.2 The Net Cost Savings Calculation Report shall be provided monthly, at least two business days prior to Program Status Meetings. Data shall be presented as of the end of the prior month. Two separate reports are required: i.) A report that contains data for completed projects only and ii.) A report that contains data on all projects enrolled in the program. Both reports shall contain, at a minimum:
  - 1.6.2.1 Information by Project, including but not limited to: project name, risk number, initial RCA amount, percent complete, reported payroll, open market premium, ROCIP excess premium, ROCIP composite premiums, incurred losses amounts, Claims admin expense, Administrative fees, Total ROCIP Program Cost, and the Net Cost Savings. The City shall provide a sample Report upon selection of the Administrator.

The Administrator shall also provide the following reports and keep the following records as specified:

- 1.6.3 A weekly Enrollment Report Log shall be provided to all project managers, Construction Safety Manager and others. This report helps to ensure that all contractors providing construction services on site are enrolled in the ROCIP program.
- 1.6.4 Final Program Report for the City's Risk Manager. This Executive Report shall include lists of all enrolled contractors and include project information and policy numbers. A comprehensive list of all claims reported to the carrier shall also be
  - included as well as 'to date' payrolls, premiums and expectations of final program losses and savings. This Final Report is due to the City at the anniversary of the 1st year after the end of the insurance coverage for the program.
- 1.6.5 Annual "True Up" of all program invoices and payments. The Administrator shall facilitate and document reconciliation of all program invoices and payments between insurance carrier(s), the Administrator, and the City's Human Resources Department Finance Manager. Such "True Up" shall be conducted annually within one month of the anniversary of the ROCIP program's effective date.
- 1.6.6 The Administrator shall be responsible for storing and maintaining all paper records and documents associated with the ROCIP program throughout the duration of the program and for a period of five years after the completion of the last construction project. The Administrator shall also back-up all data contained on any proprietary database and make these records available to the City upon contract completion in a non-proprietary format (Excel, Word, Access, etc.) such that further or future analysis is possible without reconfiguration or reentry of the data.
- 1.6.7 Municipalities are required by law to comply with the Records Retention Act. The Administrator shall assist the City with compliance by maintaining records as

outlined above and making all program files available to the City as requested for audit and other purposes.

- 1.7 <u>Special Provisions</u>: Services shall include, but not be limited to the following:
  - 1.7.1 Commit that the named principal and other key personnel responsible for the program will not be removed from the account by the Administrator without prior approval of the City. Replacement of key personnel is subject to approval by the City's Risk Manager.
  - 1.7.2 Provide required services to the City until the insurance program provided by the insurance carrier(s) to the City is considered closed and final by the insurance carrier(s), the City, and the Administrator.
  - 1.7.3 Commit to Performance Guarantees as negotiated.
  - 1.7.4 Perform as an agent of the City, including issues related to confidentiality.

MARSH USA INC. JOHN J. EGAN. 412/17

0500 (RFP) Scope of Work

ROCIP VII

## EXHIBIT B City of Austin, Texas NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas
Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

### City of Austin Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their compliant, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current nondiscrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

#### Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

#### Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filling. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 12TH day of APRIL , 2017

CONTRACTOR Authorized

Signature

Title

### EXHIBIT C Non-Suspension or Debarment Certification

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Contractor hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State or City of Austin Contracts.

Signature of Officer or Authorized Rep. Date Printed Name: JOHN J. EGAN

Title: SENIOR VICE PRESIDENT

Marsh USA Inc.

### EXHIBIT D CITY OF AUSTIN, TEXAS LIVING WAGES CONTRACTOR CERTIFICATION

(Please duplicate as needed)

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$13.50 per hour.

(1) The below listed employees of the Contractor who are directly assigned to this contract are compensated at wage rates equal to or greater than \$13.50 per hour:

Employee Name	Employee Job Title
JOHN EGAN	CLIENT EXECUTIVE
STANLEY BRATTON	CLIENT MANAGER
CINDY GIBBENS	PROTECT MANAGER
KEUIN MCCLELLAND	CLAIMS CONSULTANT
ROBERT HELM	PLACEMENT BROKER

- (2) all future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$13.50 per hour.
- (3) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each affected employee the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision or fraudulent statements made on this certification may result in termination of this Contract for Cause, subject the firm to possible suspension or debarment, or result in legal action.

I hereby certify that all the listed employees of the Contractor who are directly assigned to this contract are paid a minimum Living Wage equal to or greater than \$13.50 per hour.

Contractor's Name:	MARSH USA INC.	
Signature of Officer or Authorized Representative:	Onthe O Eggm	Date: 4/12/17
Printed Name:	JOHD T. EGAN	. ,
Title	SENIOR VICE PRESIDE	ENT

### CITY OF AUSTIN, TEXAS LIVING WAGES EMPLOYEE CERTIFICATION

Contract Number: MA.5800 PAI7000037	Description of Services: Insurance Broker of Record and Administrator Services for Rolling Controlled Insurance Program Phase VII
Contractor Name: MARSH USA INC.	
Provisions), the Contractor is required to place Living Wage equal to or greater than \$13	of the contract (reference Section 0400, Supplemental Purchase pay to all employees directly assigned to this City contract a minimum 3.50 per hour. In addition, employees are required to certify that they be Living Wage provision. Contractors are prohibited from retaliating liance with the Living Wage provision.
to or greater than \$13.50 per hour.	to this contract and that I am compensated at wage rates equal  UENT EXECUTIVE \$ SUP
Signature of Employee	Date 4/5/17
Type or Frint Name TOHN T. EGAN	
Tanka Sed (Witness Signature) Tanka Sadler	
(Printed Name)	

#### CITY OF AUSTIN, TEXAS LIVING WAGES EMPLOYEE CERTIFICATION

Contract Number: MA5800 PAI7000037	Description of Services: Insurance Broker of Record and Administrator Services for Rolling Controlled Insurance Program Phase VII
Contractor Name: MARSH USA INC.	
Provisions), the Contractor is required to Living Wage equal to or greater than \$13	n of the contract (reference Section 0400, Supplemental Purchase pay to all employees directly assigned to this City contract a minimum 3.50 per hour. In addition, employees are required to certify that they e Living Wage provision. Contractors are prohibited from retaliating liance with the Living Wage provision.
to or greater than \$13.50 per hour.	to this contract and that I am compensated at wage rates equal
Signature of Epiployee Signature Of Epiployee	te President  Otton 04/05/2017
Type or Print Name Stanley Br	
Wysbell Asud (Wilbess Signature)	
Printed Name)	

#### CITY OF AUSTIN, TEXAS LIVING WAGES EMPLOYEE CERTIFICATION

Contract Number: MA5800 PA17000037	Description of Services: Insurance Broker of Record and Administrator Services for Rolling Controlled Insurance Program Phase VII
Contractor Name: MARSH USA INC.	

Pursuant to the Living Wages provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$13.50 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify that I am directly assigned to this contract and that I am compensated at wage rates equal to or greater than \$13.50 per hour.

Employee's Title: Sevier VICE TRESIDEN	1
Signature of Employee  Date	Apreil 5, 2017
Type or Print Name  KOBCOCT W. HEUN	

(Printed Name)

#### CITY OF AUSTIN, TEXAS LIVING WAGES EMPLOYEE CERTIFICATION

Contract Number: MA5800 PAI7000037	Description of Services: Insurance Broker of Record and Administrator Services for Rolling Controlled Insurance Program Phase VII
Contractor Name: MARSH USA INC.	
Provisions), the Contractor is required to p Living Wage equal to or greater than \$13 are compensated in accordance with the against any employee claiming non-compl	of the contract (reference Section 0400, Supplemental Purchase bay to all employees directly assigned to this City contract a minimum .50 per hour. In addition, employees are required to certify that they a Living Wage provision. Contractors are prohibited from retaliating liance with the Living Wage provision.
Employee's Title:  Vice President	
Signature of Employee	Date 4/6/17
Type or Print Name Kevin Miclelland	
(Witness Signature) TOHN T. EAN (Printed Name)	

#### CITY OF AUSTIN, TEXAS LIVING WAGES EMPLOYEE CERTIFICATION

Contract Number: MA5800 PAI7000037	Description of Services: Insurance Broker of Record and Administrator Services for Rolling Controlled Insurance Program Phase VII
Contractor Name: MARSH USA INC.	
Provisions), the Contractor is required to p Living Wage equal to or greater than \$13	of the contract (reference Section 0400, Supplemental Purchase pay to all employees directly assigned to this City contract a minimum 5.50 per hour. In addition, employees are required to certify that they be Living Wage provision. Contractors are prohibited from retaliating liance with the Living Wage provision.
to or greater than \$13.50 per hour.	to this contract and that I am compensated at wage rates equal Polycet Warager Date
Signature of Employee	Date
Type or Print Name	
(Witness Signature)	
Amardo Kdok	
(Printed Name)	



#### CITY OF AUSTIN, TEXAS

### Purchasing Office REQUEST FOR PROPOSAL (RFP) OFFER SHEET

SOLICITATION NO: RFP 5800 TLF0301

DATE ISSUED: June 20, 2016

**REQUISITION NO.:** 16051700463

**COMMODITY CODE**: 91869

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING AUTHORIZED CONTACT PERSONS:

Tracy Franklin

Corporate Contract Administrator

Phone: (512) 974-2034

E-Mail: tracy.franklin@austintexas.gov

Sandy Brandt

Senior Buyer Specialist

Phone: (512) 974-1783

E-Mail: sandy.brandt@austintexas.gov

**COMMODITY/SERVICE DESCRIPTION**: Insurance Broker of Record and Administrator Services for Rolling Controlled

Insurance Program Phase VII

PRE-PROPOSAL CONFERENCE TIME AND DATE: Tuesday,

July 5, 2016 at 11:30am CST.

LOCATION: Municipal Building, 124 West 8th Street, Conference

Room 330.1, Austin, Texas 78701

PROPOSAL DUE PRIOR TO: Thursday, July 21, 2016 at

2:00pm CST.

PROPOSAL CLOSING TIME AND DATE: Thursday, July 21,

2016 at 2:00pm CST.

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET

RM 308, AUSTIN, TEXAS 78701

LIVE SOLICITATION CLOSING ONLINE: For RFPs, only the

names of respondents will be read aloud

For information on how to attend the Solicitation Closing online,

please select this link:

http://www.austintexas.gov/department/bid-opening-webinars

### When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier	
Address for oo man (only)	Service	
City of Austin	City of Austin, Municipal Building	
Purchasing Office-Response Enclosed for Solicitation # TLF0302	Purchasing Office-Response Enclosed for Solicitation # TLF0302	
P.O. Box 1088	124 W 8 <sup>th</sup> Street, Rm 308	
Austin, Texas 78767-8845	Austin, Texas 78701	
	Reception Phone: (512) 974-2500	

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 ORIGINAL, 4 COPIES, AND 1 ELECTRONIC COPY OF YOUR RESPONSE
\*\*\*SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT\*\*

Offer Sheet RFP 5800 TLF0301 Page | 1

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	4
0500	SCOPE OF WORK	9
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0645	PERFORMANCE GUARANTEES – Complete and return	1
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0815	LIVING WAGES CONTRACTOR CERTIFICATION – Complete and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete & return	2
	Attachment 1: ROCIP VII PROJECTS IDENTIFIED FOR INCLUSION IN THE PROGRAM	2
	Attachment 2: ROCIP VI PROJECT LIST, PAYROLLS, CLAIMS	4
	Attachment 3: ROCIP V PROJECT LIST, PAYROLLS, CLAIMS	11
	Attachment 4: ROCIP VI GENERAL LIABILITY POLICY	87
	Attachment 5: ROCIP VI SECURITY AGREEMENT, REIMBURSEMENT AGREEMENT	5
	Attachment 6: COMMERCIAL MARKET AND REFERENCE INFORMATION – Complete	1
	and return Attachment 7: ROCIP VII PRO-FORMA – Complete and return	4

<sup>\*</sup> Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the \* Sections are available on the Internet at the following online address:

http://www.austintexas.gov/financeonline/vendor\_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8<sup>th</sup> Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

#### **INTERESTED PARTIES DISCLOSURE**

In addition, Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed and notarized for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the

Offer Sheet

RFP 5800 TLF0301

Page | 2

Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution.

https://www.ethics.state.tx.us/whatsnew/elf\_info\_form1295.htm

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name:
Company Address:
City, State, Zip:
Federal Tax ID No.
Printed Name of Officer or Authorized Representative:
Title:  Signature of Officer or Authorized Representative:
Date:
Email Address:
Phone Number:

\* Proposal response must be submitted with this Offer sheet to be considered for award

# CITY OF AUSTIN PURCHASING OFFICE SUPPLEMENTAL PURCHASE PROVISIONS RFP 5800 TLF0301 SECTION 0400

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office no later than five business days prior to the proposal due date.

- 2. **INSURANCE:** Insurance is required for this solicitation.
  - A. <u>General Requirements</u>: See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.
    - i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
    - ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
    - iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
    - iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office P. O. Box 1088 Austin, Texas 78767

- B. <u>Specific Coverage Requirements</u>: The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.
  - i. <u>Worker's Compensation and Employers' Liability Insurance</u>: Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
    - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
      - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
      - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
  - ii. <u>Commercial General Liability Insurance</u>: The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
    - (1) The policy shall contain the following provisions:
      - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
      - (b) Contractor/Subcontracted Work.
      - (c) Products/Completed Operations Liability for the duration of the warranty period.
      - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
    - (2) The policy shall also include these endorsements in favor of the City of Austin:
      - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage

# CITY OF AUSTIN PURCHASING OFFICE SUPPLEMENTAL PURCHASE PROVISIONS RFP 5800 TLF0301 SECTION 0400

- (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
- (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. <u>Business Automobile Liability Insurance</u>: The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
  - (1) The policy shall include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
    - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- iv. <u>Professional Liability Insurance</u>: The Contractor shall provide at a minimum limit of \$5,000,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.

If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.

C. <u>Endorsements</u>: The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

#### 3. TERM OF CONTRACT:

- A. The Contract shall be in effect for an initial term of 60 months and with no extension options.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to resolicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).

#### THIS IS A 60 MONTH CONTRACT

- 4. **INVOICES and PAYMENT**: (reference paragraphs 12 and 13 in Section 0300)
  - A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Human Resources – Risk Management
Attn:	Accounts Payable
Address	PO Box 1088

# CITY OF AUSTIN PURCHASING OFFICE SUPPLEMENTAL PURCHASE PROVISIONS RFP 5800 TLF0301 SECTION 0400

	0_0.1011 0.100
City, State Zip Code	Austin, TX 78767

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.
- 5. <u>LIQUIDATED DAMAGES</u>: The Contractor agrees that the harm and damages likely to result from missed performance measures as detailed in Section 0645 of the RFP is difficult to estimate at the time of this agreement. The parties intend that Contractor's payment of Liquidated Damages would serve to compensate the City for any breach by Contractor under this section, and do not intend for it to serve as a penalty for any breach by Contractor. The Contractor therefore agrees to pay, and the City agrees to accept, as liquidated damages, the sums for each Performance Measure missed as indicated in Section 0645 of the RFP.

#### 6. LIVING WAGES:

- A. The minimum wage required for any Contractor employee directly assigned to this City Contract is \$13.03 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. The City requires Contractors submitting Offers on this Contract to provide a certification (see the Living Wages Contractor Certification included in the Solicitation) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$13.03 per hour. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).
- D. The Contractor shall provide to the Department's Contract Manager with the first invoice, individual Employee Certifications for all employees directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each employee directly assigned to the contract. The Employee Certification form is available on-line at <a href="https://www.austintexas.gov/financeonline/vendor\_connection/index.cfm">https://www.austintexas.gov/financeonline/vendor\_connection/index.cfm</a>.
- E. Contractor shall submit employee certifications annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for employees added to the contract and/or to report any employee changes as they occur.
- F. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

#### 7. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:

A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized

#### CITY OF AUSTIN **PURCHASING OFFICE** SUPPLEMENTAL PURCHASE PROVISIONS RFP 5800 TLF0301

SECTION 0400

Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.

- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: http://www.ci.austin.tx.us/edims/document.cfm?id=161145

#### 8. NON-SOLICITATION:

- A. During the term of the Contract, and for a period of six (6) months following termination of the Contract, the Contractor, its affiliate, or its agent shall not hire, employ, or solicit for employment or consulting services, a City employee employed in a technical job classification in a City department that engages or uses the services of a Contractor employee.
- B. In the event that a breach of Paragraph A occurs the Contractor shall pay liquidated damages to the City in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation; or (ii) 100 percent of the employee's annual compensation while employed by the City. The Contractor shall reimburse the City for any fees and expenses incurred in the enforcement of this provision.
- C. During the term of the Contract, and for a period of six (6) months following termination of the Contract, a department that engages the services of the Contractor or uses the services of a Contractor employee will not hire a Contractor employee while the employee is performing work under a Contract with the City unless the City first obtains the Contractor's approval.
- In the event that a breach of Paragraph C occurs, the City shall pay liquidated damages to the D. Contractor in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation or (ii) 100 percent of the employee's annual compensation while employed by the Contractor.
- CONTRACT MANAGER: The following person is designated as Contract Manager, and will act as the 38. contact point between the City and the Contractor during the term of the Contract:

Leslie Milvo, Risk Manager	
(512) 974-3245	
leslie.milvo@austintexas.gov	

\*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

### Insurance Broker of Record and Administrator Services for Rolling Owner Controlled Insurance Program VII

#### **SCOPE OF WORK**

#### 1. PURPOSE

The City of Austin ("City"), seeks proposals in response to this Request for Proposal ("RFP") from agents and brokers ("Proposers") to act as a Broker of Record for Phase VII of the City's Rolling Owner Controlled Insurance Program ("ROCIP") expected to begin in late spring or early summer 2017 ("ROCIP VII") and to provide consultation, implementation, and administration of that program for certain City Capital Improvement Projects.

The successful Proposer, hereinafter referred to as the "Administrator," shall place all insurance coverages with insurance carriers licensed to do business in the State of Texas and have an <u>A.M. Best rating of B+ VII</u> or better. One Administrator will be selected to provide the services outlined in this RFP.

ROCIP VII shall serve three distinct goals for the City:

- 1. Generate cost savings from reduced insurance costs;
- 2. Promote safety for contractors working on City ROCIP construction projects;
- 3. Remove insurance barriers for small and minority contractors.

Several variables will impact overall ROCIP VII cost savings, including, but not limited to: inadequate construction values, lack of voter authorization for the issuance and sale of bonds, construction project delays, ROCIP Administrator fees, ROCIP Construction Safety Management fees, and internal City Administration expenses associated with ROCIP VII.

#### The City determines savings using the following formula:

Traditional Contractor Cost for Workers' Compensation & General Liability coverage (non ROCIP)

Minus ROCIP Insurance Premium and Expected Limited Incurred Loss Costs

**Minus ROCIP Administrator Fees** 

Minus ROCIP Construction Safety Management Fees

**Minus Internal City Administrative Expenses** 

= Net Cost Savings (Cost Avoidance)

If the City determines that potential net cost savings are insufficient to warrant a viable ROCIP VII program, then the City shall exercise its right to cancel this RFP and will not move forward with a ROCIP VII program.

#### 2. ROCIP BACKGROUND

Since 1990, the City has issued numerous solicitations for single Owner Controlled and ROCIP administration and construction safety management services. With each phase of the program, the City has partnered with its Administrator and Construction Safety Manager to improve and refine its processes and procedures, and to continuously educate key City personnel in construction management and procurement about the program's requirements and benefits. An overview of historic programs is provided below:

#### Convention Center OCIP (1990-1993)

Administrator: Hobbs Group

Carrier: St. Paul Rating Basis: Payroll

Construction Value: \$42 Million

**ROCIP I (1992 - 1996)** 

Administrator: Hobbs Group

Carrier: St. Paul Rating Basis: Payroll

Construction Value: \$47 Million Total Projects Enrolled: 41

Austin-Bergstrom International Airport OCIP (1994 - 1998)

Administrator: Marsh Mac

Carrier: St. Paul Rating Basis: Payroll

Construction Value: \$392 Million

**ROCIP II (1997 – 2001)** 

Administrator: Hobbs Group/HRH

Carrier: St. Paul Rating Basis: Payroll

Construction Value: \$235 Million Total Projects Enrolled: 90

**ROCIP III (2003 - 2008)** 

Administrator: Wortham

Carrier: Zurich Rating Basis: Payroll

Construction Value: \$201 Million Total Projects Enrolled: 20

#### **COA ROCIP PROGRAM HISTORICAL DATA AS OF 4.30.2016**

	ROCIP IV	ROCIP V	ROCIP VI
	2006 - 2011	2010 - 2017	2013 – 2018
CONSTRUCTION	\$274 M	\$770 M	\$391 M
VALUE			
# OF PROJECTS	51	49	10
# OF ENROLLED CONTRACTORS	667	1,359	165
PAYROLL AS A % OF CV	14.1%	17.4%	17.5%
ADMINISTRATOR	Wortham	Aon	Marsh
CARRIER	Zurich	Liberty Mutual	Liberty Mutual
SAFETY MGMT VENDOR	Safety Solutions	Safety Solutions	Safety Solutions
EXCESS LIMITS	\$8 M	\$100 M	\$50 M
EXTENSIONS TO PROGRAM DATES	No	Yes, 2 one-year extensions	Not Anticipated

0500 (RFP) Scope of Work page 2 ROCIP VII 2016

LOST TIME INJURY RATE	.63	0.19	.33
TOTAL RECORDABLE CASE RATE	1.89	2.86	2.28
PREMIUM BASIS	Payroll	CV	CV
PREMIUM/LOSSES AND VENDOR FEES (as of 4/30/16)	Premium = \$2,295,219 Ltd losses = \$400,247 Admin fees = \$584,000	Premium = \$4,920,448 Ltd losses = \$2,166,778 Admin fees = \$1,249,364	Premium = \$2,538,858 Ltd losses = \$331,757 Admin fees = \$875,000
AMOUNT CURRENTLY IN LOSS FUND/ESCROW	\$0	Escrow \$1.25 M	Escrow \$1.25 M

#### 4. ROCIP VII PROGRAM INFORMATION

#### 4.1 Program Launch

The City plans to coincide the launch of ROCIP VII with a foundation project, the Austin Bergstrom International Airport Parking Garage & Administrative Offices. This project's estimated construction value is \$120 Million and construction is planned to start in late spring or early summer of 2017. It is the City's preference to have ROCIP VII's insurance coverage bound concurrently with the start of construction of this foundation project.

#### 4.2 Construction Safety Management Services

The City will procure Construction Safety Management services separately from ROCIP VII Administrator services in order to promote competition and to assure better control over the delivery of the components of the ROCIP Safety program.

#### 4.3. ROCIP VII Eligible Capital Improvement Project Parameters

The City has conducted an analysis of future capital improvement projects anticipated over the next five (5) years. Refer to **Attachment 1** for a list of future anticipated projects identified as possible ROCIP VII candidates.

This list of ROCIP VII candidate projects is not all inclusive and instead provides basic information about the type, size, and scope of construction projects likely to participate in ROCIP VII. The list of ROCIP VII candidate projects is subject to change. Whether or not a City project actually moves forward to the construction phase depends upon many factors, including but not limited to: obtaining access to easements, market capacity, bonding approvals, projected project costs, community feedback, and costs and availability of construction materials. Most likely, some projects on this list will never be included in the ROCIP VII program and new, unforeseen projects will be included in the program. Some large projects are also broken up into "packages" however they all have the same General Contractor.

#### Parameters for Capital Improvement Projects to be included in ROCIP VII are as follows:

- a. Project Construction costs are \$2,000,000 or greater;
- b. Project is labor intensive; and
- c. Project is site specific.

Construction projects with these characteristics will NOT be included in ROCIP VII:

- a. Hazardous waste abatement or remediation as a primary scope of work;
- b. Electric utility substations;
- c. Sidewalk or street overlay as a primary scope of work.

**Attachments 2**, **3**, **4**, and **5** provide details about the ROCIP IV, V and ROCIP VI programs. ROCIP V included the construction of a \$345 million water treatment plant. A project this large is not typical for City ROCIP programs.

#### 4.4. Construction Contract Documents

The City's construction Contract documents can be viewed online at <a href="http://www.austintexas.gov/page/bid-docs">http://www.austintexas.gov/page/bid-docs</a>. Current ROCIP VI documentation and insurance requirement language are under "Bidding Requirements, Contract Forms and Conditions of the Contract" Sections 00410, 00425A, 00425B, and 00810, as well as under "Special Provisions to City Standard Specifications" Vol.4, and "ROCIP INFORMATION".

#### 4.5 Ongoing ROCIP VI

The ROCIP VII program will be implemented *before* ROCIP VI has expired. This RFP is wholly separate and distinct from the ongoing ROCIP VI program and the Administrator services requested herein do not have any connection to the ROCIP VI program.

#### 5. ROCIP VII DESIRED COVERAGE AND KEY UNDERWRITING INFORMATION

- 5.1. At a minimum insurance provided under ROCIP VII shall include the following coverages:
  - 1. General Liability (GL)
  - 2. Workers' Compensation and Employers' Lability (WC/EL)
  - 3. Excess Liability
- 5.2. Coverage terms and conditions should be broad and the City shall be able to participate in the final selection of ROCIP VII coverages, limits, deductibles, terms and conditions.
- 5.3. The City requires an estimate of insurance costs for the program without contact or negotiation with possible insurance carriers.
- 5.4. The City does not currently have, nor does it plan to implement, a drug testing program for enrolled ROCIP VII contractors.
- 5.5. The City does not currently, nor does it plan to require, enrolled ROCIP VII contractors to implement a return to work program.
- 5.6. Due to the potential number and types of projects the City will not include builders risk insurance in this solicitation.
- 5.7. Administrator services shall commence immediately upon execution of the contract.
- 5.8. The Administrator, nor any of its subsidiaries, shall receive any commission or compensation from the insurance carrier(s) selected to provide insurance for ROCIP VII After coverage is bound, the Administrator shall submit proof that no commission or compensation is being received and all premiums paid by the City to insurance carrier(s) are net of commission.
- 5.9. The City will negotiate specific performance measures with the selected Administrator before the contract is signed.
- **6. SCOPE OF SERVICES** The Administrator shall complete the following activities at times and in forms to be specified by the City:
  - 6.1 <u>Insurance Program Design and Marketing</u>: Services shall include, but not be limited to the following:
    - 6.1.1 Analyze project hazards and recommend appropriate level of risk retention and transfer.

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- 6.1.2 Design an insurance program for City review and approval that protects the City from loss and optimizes use of available funding.
- 6.1.3 Identify and actively pursue insurance carriers that can provide the coverage, financial, and operational terms of the approved insurance program.
- 6.1.4 Develop the underwriting submission and market the submission to identified insurance carriers.
- 6.1.5 Assess whether coverage quotations received from insurance carriers meet the approved insurance program specifications.
- 6.1.6 Confer and consult with the City regarding the coverage quotations received from insurance carriers.
- 6.1.7 Provide a thorough written analysis and evaluation of coverage quotation(s) received from insurance carrier(s). The analysis must facilitate effective comparison to coverage provided under ROCIP VI, as well as between the various carriers/options.
- 6.1.8 Develop proformas that include premiums and expected loss picks at various construction levels.
- 6.1.9 Create a selection criteria matrix and coordinate the carrier selection and interview process (if needed).
- 6.1.10 If the City Council does not approve the selection of the ROCIP Administrator and the negotiation and binding of insurance coverage at a later date, the Administrator will not be paid for the Scope of Services listed in Section 0500, 6.1.
- 6.2 <u>Negotiate, Bind, and Implement Insurance Program</u>: Services shall include, but not be limited to the following:
  - 6.2.1 Facilitate negotiations and refinements with selected insurance carrier(s), including, but not limited to collateral requirements, policy renewals, premium payment schedules, audit returns, and buy-out provisions.
  - 6.2.2 Bind coverage and maintain insurance policies and coverage without lapse as requested by the City.
  - 6.2.3 Accept excess liability premium payments and then pay the premiums to the excess liability carrier(s). Premiums for General Liability and Workers' Compensation will be paid by the City directly to the insurance carrier(s) after an addendum is approved by the City Council identifying the insurance carrier(s) and allowing payment to be made directly to them.
  - 6.2.4 Review policies to verify conformance with specifications.
  - 6.2.5 Request all required coverage changes and ensure that all endorsements are issued accurately.
  - 6.2.6 Provide copies of Master policies and all endorsements to the City.
  - 6.2.7 Participate in the negotiation of policy extensions, premium pay-ins, audit returns, reconciliations of all monies, and buy-out provisions.

- 6.2.8 Review City construction contract documents to ensure limits, coverage forms, endorsements and manuals are correctly identified in them.
- 6.2.9 Provide analysis and recommended changes to City construction contract documents with regard to changes in authority, wording, and forms.
- 6.3 Ongoing Policyholder Services and ROCIP Program Management Provided by the Administrator: Services shall include, but not be limited to the following:
  - 6.3.1 Review historic internal Administrator/Risk Management ROCIP processes and procedures and provide the City with suggested revisions/improvements.
  - 6.3.2 Coordinate all data gathering functions and processes between all parties by attending meetings as required and documenting decisions made.
  - 6.3.3 Gather data and enroll contractors in an efficient and effective manner with effort to maintain positive contractor relations. Available technology that facilitates the enrollment process should be used whenever possible.
  - 6.3.4 Communicate timely and effectively with contractors, insurance carriers, and the City to secure all necessary ROCIP data required to enroll contractors, maintain policies, and report program status.
  - 6.3.5 Be available during regular business hours to answer phone calls and field questions from City and contractors, including but not limited to contractor inquiries regarding elimination of insurance costs from bids, enrollment support to contractors who need assistance at time of award, and claims reporting facilitation, review and management.
  - 6.3.6 Develop a detailed ROCIP Manual with written procedures and flowcharts for all functions and activities of the ROCIP program for City review and approval. The ROCIP Manual shall explain in plain language the details of the coverage provided by the ROCIP, as well as the enrollment and claims reporting processes. The ROCIP Manual shall furnish all necessary enrollment and claim forms, and reference the current Standard Project Safety Manual. Site-specific ROCIP Manuals shall be developed for each enrolled project.
  - 6.3.7 Issue insurance binders, certificates, and policies to all enrolled contractors.
  - 6.3.8 Secure, review for conformance to specifications, and maintain contractor insurance certificates for evidence of auto liability, general liability and workers compensation as required by the contract from all non-enrolled and enrolled contractors working on ROCIP projects. Assure proper language for waivers and additional insureds in included in the certificates of insurance.
  - 6.3.9 Document and track the current workers compensation and general liability rates from every contractor's existing insurance policies for the purpose of defining the Traditional Contractors costs for use in the Net Cost Savings calculation.
  - 6.3.10 Attend and give ROCIP presentations at all project pre-bid and pre-construction meetings. There shall be at least one pre-bid meeting and one pre-con meeting for each project. Provide detailed explanation of the enrollment process, claim notification procedures and contractor payroll collection and submission processes.

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- 6.3.11 Conduct on-site Enrollment Workshops when necessary to assist contractors with the enrollment process.
- 6.3.12 Lead and organize Program Status Meetings every month during initial and peak program periods, and as requested during program phase-outs. Provide meeting minutes to the City within two business days after meeting conclusions. These status meetings can be conducted by phone unless Administrator personnel are required in person by the City.
- 6.3.13 Collect and report payroll data from all enrolled contractors on a monthly basis. Available technology that facilities payroll collection should be used whenever possible.
- 6.3.14 Take actions to coordinate and manage insurance carrier audits when necessary.
  - Provide the City with ROCIP data as requested for audits of the program by other sources.
- 6.3.15 Verify the accuracy of any insurance carrier and Administrator bills, audits, and other premium adjustments and confirm that invoices for paid losses are accurate based on the City's program claims experience. Conduct an annual reconciliation of all program invoices and payments.
- 6.3.16 Coordinate adjustments and actively participate in negotiations for close out of the ROCIP VII program.
- 6.3.17 Provide a presentation and/or written information at least annually to Project Managers, Inspectors, Associated General Contractors and/or other professional organizations to disseminate general information about the program.
- 6.3.18 Notify all enrolled contractors and project managers when ROCIP coverage no longer exists.
- 6.3.19 Stay abreast of the regulatory environment regarding construction insurance and ROCIPs in Texas. Advise the City of potential implications of proposed legislation and assist the City with making required program adjustments as necessary as a result of changes to existing laws.
- 6.3.20 Continue services after Administrator Fee payments ended until the ROCIP VII program is considered closed and final by the insurance carrier(s), the City, and the Administrator.
- 6.4 <u>Claims Management</u>: Services shall include, but not be limited to the following:
  - 6.4.1 Pro-actively manage the losses experienced under the program. This includes close oversight of the insurance carrier reserve handling procedures and frequent communication with claim adjusters during the claims handling process.
  - 6.4.2 Coordinate claims handling activities and processes between the insurance carrier, City personnel, appropriate contractor's representative(s), and the Administrator. The Administrator shall assist in the management of claims reporting.
  - 6.4.3 Coordinate quarterly claim review meetings between City and the insurance carrier. The insurance carrier's claim summary information packets must be received by the City two business days before the claim review meeting. Claim review meetings can be held by teleconference with insurance carrier adjusters.

- 6.4.4 Facilitate education and training of enrolled contractors regarding claims reporting procedures.
- 6.4.5 Facilitate coordination of claim information required by the insurance carrier and requested from enrolled contractors.
- 6.4.6 Monitor claims activity and provide recommendations for medical cost containment and other methods for reducing claims costs.
- 6.4.7 Analyze current reserves and negotiate claims issues with the carrier on behalf of the City.
- 6.4.8 Provide claim information in the form of a status report to the City during monthly meetings.
- 6.5 Risk Management Information System:
  - 6.5.1 The Administrator shall provide a risk management information system (RMIS) that is capable of reporting all relevant information necessary for the successful management of the ROCIP VII program and completion of required reports and records as indicated below.
- Reports and Records: The City tracks performance of ROCIP VII as a City program. The Administrator shall have the capability to capture and provide essential data used to evaluate the success of the program using Monthly Report and Net Cost Savings Calculation Reports. These reports shall contain information used as formal documentation for the results measures reported to the Budget Office.
  - 6.6.1 The Monthly Reports shall be provided monthly to the City, at least two business days prior to Program Status Meetings. The reports shall contain, at a minimum:
    - 6.6.1.1 The number of projects enrolled in the program, the number of completed projects, and the number of active projects.
    - 6.6.1.2 The Number of contractors enrolled in the program; the number of enrolled contractors with no off site insurance, and the percentage of contractors identified as minority contractors by ethnic group (African American, Asian American, Hispanic, Native American, and/or Women-owned).
    - 6.6.1.3 A claims summary including financials for all claims to date, highlights all new claims, and a breakdown between general liability and workers compensation claims. Report data shall also include the project name, contractor name, claimant name, date of loss, report date, and a description of loss. Sorting capability is required.
    - 6.6.1.4 A premium recap providing projected construction values and payroll; completed project values, completed project payroll, losses for completed projects, losses to date for all projects.
  - 6.6.2 The Net Cost Savings Calculation Report shall be provided monthly, at least two business days prior to Program Status Meetings. Data shall be presented as of the end of the prior month. Two separate reports are required: i.) A report that contains data for completed projects only and ii.) A report that contains data on all projects enrolled in the program. Both reports shall contain, at a minimum:

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6.6.2.1 Information by Project, including but not limited to: project name, risk number, initial RCA amount, percent complete, reported payroll, open market premium, ROCIP excess premium, ROCIP composite premiums, incurred losses amounts, Claims admin expense, Administrative fees, Total ROCIP Program Cost, and the Net Cost Savings. The City shall provide a sample Report upon selection of the Administrator.

The Administrator shall also provide the following reports and keep the following records as specified:

- 6.6.3 A weekly Enrollment Report Log shall be provided to all project managers, Construction Safety Manager and others. This report helps to ensure that all contractors providing construction services on site are enrolled in the ROCIP program.
- 6.6.4 Final Program Report for the City's Risk Manager. This Executive Report shall include lists of all enrolled contractors and include project information and policy numbers. A comprehensive list of all claims reported to the carrier shall also be
  - included as well as 'to date' payrolls, premiums and expectations of final program losses and savings. This Final Report is due to the City at the anniversary of the 1st year after the end of the insurance coverage for the program.
- 6.6.5 Annual "True Up" of all program invoices and payments. The Administrator shall facilitate and document reconciliation of all program invoices and payments between insurance carrier(s), the Administrator, and the City's Human Resources Department Finance Manager. Such "True Up" shall be conducted annually within one month of the anniversary of the ROCIP program's effective date.
- 6.6.6 The Administrator shall be responsible for storing and maintaining all paper records and documents associated with the ROCIP program throughout the duration of the program and for a period of five years after the completion of the last construction project. The Administrator shall also back-up all data contained on any proprietary database and make these records available to the City upon contract completion in a non-proprietary format (Excel, Word, Access, etc.) such that further or future analysis is possible without reconfiguration or reentry of the data.
- 6.6.7 Municipalities are required by law to comply with the Records Retention Act. The Administrator shall assist the City with compliance by maintaining records as outlined above and making all program files available to the City as requested for audit and other purposes.
- 6.7 Special Provisions: Services shall include, but not be limited to the following:
  - 6.7.1 Commit that the named principal and other key personnel responsible for the program will not be removed from the account by the Administrator without prior approval of the City. Replacement of key personnel is subject to approval by the City's Risk Manager.
  - 6.7.2 Provide required services to the City until the insurance program provided by the insurance carrier(s) to the City is considered closed and final by the insurance carrier(s), the City, and the Administrator.
  - 6.7.3 Commit to Performance Guarantees as negotiated.
  - 6.7.4 Perform as an agent of the City, including issues related to confidentiality.

#### 7. LIST OF ATTACHMENTS:

Attachment 1: ROCIP VII Projects Identified for Inclusion in the Program

Attachment 2: ROCIP VI Project List, Payrolls, Claims
Attachment 3: ROCIP V Project List, Payrolls, Claims
Attachment 4: ROCIP VI General Liability Policy

Attachment 5: ROCIP VI Security Agreement, Reimbursement Agreement

Attachment 6: Commercial Market and Reference Information

Attachment 7: ROCIP VII Pro-Forma

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If you are selected to be the City's Administrator, your response to the RFP will be incorporated into the resulting contract.

#### PROPOSAL FORMAT

ALL PROPOSERS SUBMITTING A PROPOSAL MUST PROVIDE, IN DETAIL, THE INFORMATION REQUESTED BELOW IN THE ORDER PRESENTED.

#### 1. EXECUTIVE SUMMARY

Provide an Executive Summary of two pages or less, which gives your firm's qualifications in brief, concise terms and a brief summation of the proposal.

#### 2. ORGANIZATIONAL BACKGROUND AND OVERVIEW

- a. Indicate the name, physical address, telephone number, and email address of the person authorized to negotiate contract terms and render binding decisions in contract matters.
- b. State the legal name and address of your organization and identify your parent company if you are a subsidiary. Include your main businesses, number of offices and locations. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which you are incorporated or licensed to operate.
- c. Specify the branch office or other subordinate element which will perform, or assist in performing, the Scope of Services. Provide details on the number of years in business, number of employees, and annual revenues volume.
- d. Provide a copy of your firm's most recent financial statement. If this is unavailable, submit sufficient information indicating the financial status of your organization.

#### 3. PROPOSER EXPERIENCE AND SERVICES

- a. Submit evidence of your firm's experience in providing ROCIP/OCIP administrative services for other entities with programs comparable to the City's. Preference will be given to firms with applicable similar experience. Complete Attachment 6 Commercial Market and Reference Information, indicating insurance carriers that have provided OCIP and/or ROCIP coverages through your firm and account references that the City may contact. Highlight any OCIPs or ROCIPs involving governmental entities.
- b. Provide summary resumes for proposed key personnel that will be directly responsible for working on the City's ROCIP program. Specify the exact roles and duties each of these people will provide for the program, their experience providing services of a type and scope similar to Section 0500 Scope of Work, and the number of years of employment with the Proposer.
- c. Describe any difficulties anticipated in performing its duties under Section 0500 Scope of Work and how your firm plans to manage these difficulties.
- d. Discuss the current trend across Texas and the United States regarding "wrap ups" and/or "Owner Controlled Insurance Programs". Identify the current Construction Value threshold required to establish a viable rolling program that saves the owner money and is considered worthwhile to insurance carriers.
- e. Refer to Section 0500 Scope of Work Paragraph 6.3.9. Explain the rates your firm proposes to use and how these rates will be established if the specific rates from a contractor's policy cannot be secured. Make your case for why these rates are realistic for the types of contractors and projects the City anticipates and the current market conditions.

- f. Describe the philosophy and approach to the claims management services provided by your firm for the ROCIP. Include in your response proposed method(s) for ensuring that each claim is recorded to the ROCIP program and that each claim is recorded under the appropriate contractor and the appropriate project.
- g. If your firm is selected to provide the services described in this RFP, you will be expected to negotiate specific Performance Guarantees with the City. After review of Section 0645: Performance Guarantees of this RFP, provide comments concerning the City's proposed Performance Guarantees. If you have alternate measures your firm would like to propose, describe those alternative performance measures that are representative of successful results for work performed and for which your firm is willing to negotiate and be held accountable.
- h. Outline in detail all proposed contract provisions that your firm has exceptions to. Provide a rationale for the objected provisions and to what extent these can be negotiated. Note if these items have successfully been negotiated with the City in past contracts.

#### 4. ROCIP/OCIP CONCEPTUAL STRATEGY FOR PREMIUM AND COVERAGE PROVISIONS

YOUR RESPONSE SHALL INCLUDE THE FOLLOWING INFORMATION:

a. Complete Attachment 7 Pro-Formas #1 and #2 using the parameters provided in the Pro-Formas and the following Deductibles and Policy Limits without approaching the marketplace:

Deductible at: \$250,000 Clash Deductible

Policy Limits: WC/EL -- \$1m/\$1m/\$1m

Primary GL -- \$2m each occ/\$4m general & co/ops limit

Excess Liability – at \$50 Million

- b. Provide variable costs at different loss picks for your pro-forma models required above.
- c. Identify the Contractors Traditional Insurance Cost used in your pro-forma model(s) and explain in detail how your firm arrived at this rate for the Contractors Traditional Cost.
- d. If desired, provide the City with another Pro-Forma using premiums, limits, deductibles and payroll values that your firm believes is more appropriate based on the information provided within this Request for Proposal. Complete your separate pro-forma in *Attachment 7* under Sheet 3 of the workbook.
- e. The City has provided a formula for the Net Cost Savings calculation. Specify alternative ways of calculating savings under this type of program and ways other clients have used to determine savings.
- f. Specify the minimum premium charges and other demobilization costs the City would be responsible for if the program was to be canceled midterm or ultimately did not meet construction values anticipated. Provide a specific example of costs that would be incurred and how they would be calculated.
- g. Currently the City has a 10 year completed operations aggregate. Specify the current market conditions for this extension.
- h. The City expects the General Liability *property damage to* owner's *property* exclusion to be amended so that coverage will be provided for City owned utility and other underground property damaged by a contractor. Specify any problems you anticipate associated with the negotiation of this

provision. Specify the markets does you believe will be favorable to amending the property exclusion wording.

- i. Specify the feasibility of and reasoning behind **including or excluding** each of the following coverage extensions under ROCIP VII: a) coverage for EFIS; b) warranty call back coverage; c) products coverage for off-site manufacturing or fabrication.
- j. Specificy the process you plan to utilize in order to effectively track, monitor, and reconcile insurance carrier premiums, loss funds, audits, and adjustment 'paid-in' amounts with your client's financial records of these amounts for multiple years before the program is closed out.

#### 5. RMIS SYSTEM/PROCUDURES/ REPORTS

- a. Describe the automated data collection capabilities available at your servicing office. Provide detail with regard to the exact types of information that your RMIS system can track. State whether the system can be customized for specific fields the City may want.
- b. Provide detail on the various fields of data and samples of standard reports that can be provided by your current system. State whether the reports can be customized. State whether data can be imported to non-proprietary formats (Excel, Word, Access, etc.).
- c. The Administrator is required to prepare a Monthly Report for the City. Attach a copy of a sample Monthly Report.
- d. The Administrator is required to prepare a Final Program Report for the City. Identify the types of information this report will contain and attach a table of contents of a copy of a similar type report prepared by your firm for a client.

#### 6. ADMINISTRATOR COST PROPOSAL

- a. A "not to exceed" fixed fee is required for the entire Scope of Services outlined in Section 0500 Scope of Work. The "not to exceed" fixed fee shall be based on \$400 Million in construction values with an estimated 27 projects included in the program. The payment terms will be negotiated. Fees should be indicated on an annual basis for the anticipated five year contract term.
- b. Proposers must provide the best possible pricing structure for the Section 0500 Scope of Work. The City anticipates a fee model such as a minimum cost per year based upon a designated minimum construction value with charges incurred over the minimum at a rate per million in construction or a rate per thousand of payroll or a rate per construction project. The City will consider any payment model you want to be reviewed.
- c. The City funds the payment of both the ROCIP insurance premiums and Administrator Fees by charging each construction project a certain percentage of its construction value when it is being enrolled in the program. There are periods of time when new construction projects are not being enrolled into the program, but Administrator Fees continued to be billed when Administrator day-to-day operational work was at a minimum. This places a burden upon the City to 'borrow' money from enterprise funds until new projects enroll and ROCIP funds are once again available. Given this information, propose payment terms to help resolve this situation and describe those terms fully within the cost proposal section of your response.

#### 7. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:

a. Proposers, including their officers, owners, agents, representatives, subconsultants, employees, or parties in interest:

- 1. Shall not in any way collude, conspire or agree, directly or indirectly, with any person, firm, corporation or other Proposer or potential Proposer in regard to the amount of their proposal or the terms or conditions of their proposal.
- 2. Shall not pay, or agree to pay, directly or indirectly any person, firm, corporation or other Proposer or potential Proposer, any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for fixing the prices in the proposal or the proposal of any other Proposer. Proposers shall not pay money or anything of value in the future for these purposes.
- 3. Shall certify that none of the deciding factors set forth in the request for proposal or in the subsequent agreement were their idea or the idea of anyone representing their company, unless the suggestion was made at a meeting open to all Proposers, which all Proposers had notice of.
- 4. Must attest that they had no involvement in the development, preparation, evaluation, or other decision making process for this solicitation, and that should the Proposer receive a contract award in response to their proposal, no agent, representative, consultant or subconsultant affiliated with the Proposer, who may have been involved in the development, preparation or evaluation or other decision making process for this solicitation, will have any financial interest, direct or indirect, in said contract.
- 5. Must state that there are no other potential or actual conflicts of interest regarding this solicitation.
- 6. Shall certify that no officer or stockholder of their company is an employee of the City of Austin, or an employee of any elected official of the City, or is related to any employee or elected official of the City of Austin.
- 7. Shall not have undertaken or will not undertake any activities or actions to promote or advertise their proposal to any member of any City committee reviewing the proposals, member of the Austin City Council or City staff except in the course of City-sponsored inquiries, briefings, interviews or presentations between the date that the Request for Proposal was issued and the date of award by City Council.
- 8. LOCAL BUSINESS PRESENCE: The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Specify if and by which definition the Offeror or Subcontractor(s) have a local business presence.
- **9. PROPOSAL ACCEPTANCE PERIOD**: All proposals are valid for a period of 180 calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal
- 10. <u>PROPRIETARY INFORMATION</u>: All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time

of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

#### 11. EXCEPTIONS:

Be advised that exceptions to any portion of the RFP may jeopardize acceptance of the Proposal.

#### 12. PROPOSAL PREPARATION COSTS:

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.

#### 13. EVALUATION FACTORS AND AWARD

a. <u>Competitive Selection</u>: This procurement will comply with applicable City of Austin Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the successful Proposer. Award of a contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

#### b. Evaluation Factors:

All proposals will be evaluated based on the following criteria and rankings. Maximum 100 points.

#### 25 points Proposer Experience and Services

The firm's background and experience associated with the administration of large Owner Controlled Insurance Programs; the firm's ability to manage these types of programs effectively; availability to large insurance markets specializing in these programs, and the experience of the personnel assigned to our program.

#### 25 points ROCIP/OCIP Conceptual Strategy for Premium and Coverage Provisions

The firm's knowledge and ability to provide a financially sound and accurate conceptual strategy for the City's program based on current construction rates and costs. Accuracy of rates as exemplified in Attachment 7. Contractor and ROCIP premiums and loss picks that exemplify knowledge of market conditions, coverage provisions and loss arrangements based on knowledge of the marketplace and knowledge of the construction industry.

#### 20 points Cost

Reasonable costs for services requested in the Section 0500 Scope of Work. Lowest cost proposal receives maximum points; percentage rations formula for remaining proposals.

#### 10 points Payment Terms/Structure

Proposal of a Fee Structure that is advantageous to the City given the nature and funding mechanism the City utilizes to pay for Fees and Premium costs for the program.

#### 10 points RMIS System/Procedures/Reports

The firm's automated data collection capabilities, ability to track and extract pertinent data associated with the program, report generating capabilities, and experience producing annual reports associated with the program.

#### 10 points Local Business Presence

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local business presence of 1% to 24%	2
No local business presence	0

The City reserves the right to hold interviews. If interviews are held, the City reserves the right to rescore "short-listed" proposals as a result of the interviews and to make award recommendations on that basis.

#### Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

#### \*USE ADDITIONAL PAGES AS NECESSARY\*

#### **OFFEROR:**

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?		
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

#### SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

#### SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

### BROKER OF RECORD AND ADMINISTRATOR SERVICES FOR ROCIP VII SECTION 0645: PERFORMANCE GUARANTEES

	PERFORMANCE	ACCEPTABLE PERFORMANCE	LIQUIDATED DAMAGE	AGREE
	MEASURE			YES/NO
1	Written Analysis and Evaluation of Insurance Carrier(s) Quotation(s) Received and Evaluated Timely	Written analysis and evaluation of all insurance carrier(s) quote(s) received by Administrator are due within one week after receipt of all quotes from carriers.	25% of First Year Annual Fee  City will have significant cost impact if the foundation project for the program is not included due to untimely receipt of Administrator analysis and evaluation of quotes.	
2	Review City Construction Contract documents to conform with Program Specifics	Review of City construction contract documents to ensure limits, coverages forms, endorsements and manuals are correctly identified within ten business days of receipt for review.	10% of First Year Annual Fee  City will have significant cost impact and liability should construction contract documents not reflect correct program specifics.	
3	Administrator attendance at Pre-Con Meetings	Administrator shall be present at 100% of Pre-Con meetings. This measure will be tracked throughout the year and damages calculated annually at the anniversary date of the ROCIP program's effective date.	\$1,000 per missed meeting  City will have cost impact if Administrator is not at meetings to explain and describe the program and its operation.	
4	Monthly and Net Cost Savings Reports provided at least two business days prior to Program Status Meetings.	100% of Monthly and Net Cost Savings Reports are electronically submitted to the City at least two business days prior to Program Status Meetings. This measure will be tracked throughout the year and damages calculated annually at the anniversary date of the ROCIP program's effective date.	\$1,000 per incident  City will have cost impact if Administrator does not provide timely reports.	
5	Verify and Confirm Accuracy of all Insurance Carrier and Administrator invoices within three (3) days business days of receipt.	100% of insurance carrier and Administrator invoices are verified and confirmed accurate in writing to the City within three business days of receipt. This measure will be tracked throughout the year and damages calculated annually at the anniversary date of the ROCIP program's effective date.	\$500 per incident  City will have cost impact if Administrator does not verify and confirm insurance carrier and Administrator invoices timely.	
6	Provide Insurance Carrier's Claim Summary Information Packets at least two business days prior to	100% of insurance carrier's Claim Summary Information Packets received by the City at least two business days prior to Quarterly Claim Review Meetings. This measure will be tracked throughout the year and	\$500 per incident  City will have cost impact if Administrator does not provide timely Claim	

### BROKER OF RECORD AND ADMINISTRATOR SERVICES FOR ROCIP VII SECTION 0645: PERFORMANCE GUARANTEES

	Quarterly Claim Review Meetings.	damages calculated annually at the anniversary date of the ROCIP program's effective date.	Summary Information Packets.
7	Facilitate and Document annual "True Up" of all program invoices and payments.	100% of Insurance carrier and Administrator's invoices and City payments are reconciled annually within one month of the anniversary date of the ROCIP program's effective date.	\$5,000 per incident  City will have cost impact if Administrator does not facilitate and document "true up" of all program invoices and payments annually.

### Section 0815: Living Wages Contractor Certification

Company Name _	
. , –	

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$13.03 per hour.

The below listed employees of the Contractor who are directly assigned to this contract are compensated at wage rates equal to or greater than \$13.03 per hour.

Employee Name	Employee Job Title

#### \*USE ADDITIONAL PAGES AS NECESSARY\*

- (1) All future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$13.03 per hour.
- (2) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each affected employee the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision or fraudulent statements made on this certification may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment, or result in legal action.

#### Section 0835: Non-Resident Bidder Provisions

Compar	y Name	
A.	Bidder must answer the following questions in accordance with Vernon's Texas Statues and Codes Annotate Government Code 2252.002, as amended:	
	Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?	
	Answer:	
	<ol> <li>Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.</li> <li>Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.</li> </ol>	
B.	If the Bidder id a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract or such bid in said state?	
	Answer: Which State:	
C.	If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?	
	Answer:	

Section 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE) F	Procurement Program No Goals Form
SOLICITATION NUMBER:	
PROJECT NAME:	
The City of Austin has determined that no goals are appropriate for this project for this solicitation, the Bidder/Proposer is required to comply with the City's MBE subcontracting are identified.	
If any service is needed to perform the Contract and the Bidder/Proposer does not por if supplies or materials are required and the Bidder/Proposer does not have the Bidder/Proposer shall contact the Small and Minority Business Resources Departmelist of MBE and WBE firms available to perform the service or provide the supplies also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Effort the listed MBE and WBE firms to solicit their interest in performing on the Contract shown an interest, meet qualifications, and are competitive in the market; and docur	supplies or materials in its inventory, the ent (SMBR) at (512) 974-7600 to obtain a or materials. The Bidder/Proposer must ts include but are not limited to contacting ct, using MBE and WBE firms that have
Will subcontractors or sub-consultants or suppliers be used to perform portion	ns of this Contract?
No If no, please sign the No Goals Form and submit it with your Bid	//Proposal in a sealed envelope
If yes, please contact SMBR to obtain further instructions and a Faith Efforts. Complete and submit the No Goals Form and the N Bid/Proposal in a sealed envelope.	
After Contract award, if your firm subcontracts any portion of the Contract, Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, su completed Plan to the Project Manager or the Contract Manager.	
I understand that even though goals were not assigned, I must comply we Program if subcontracting areas are identified. I agree that this No Goals For become a part of my Contract with the City of Austin.	
Company Name	-
Name and Title of Authorized Representative (Print or Type)	-
Signature	Date

(Please duplicate as needed) SOLICITATION NUMBER: PROJECT NAME: PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION Name of Contractor/Consultant Address City, State Zip Phone Number Fax Number Name of Contact Person Is Company City certified? Yes  $\square$ No  $\square$ MBE  $\square$ WBE  $\square$ MBE/WBE Joint Venture □ I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin. Name and Title of Authorized Representative (Print or Type) Signature **Date** Provide a list of all proposed subcontractors / sub-consultants / suppliers that will be used in the performance of this Contract. Attach Good Faith Effort documentation if non MBE/WBE firms will be used. Sub-Contractor / Sub-Consultant City of Austin Certified MBE WBE Ethics / Gender Code: ■ Non-Certified Vendor ID Code Contact Person Phone Number Amount of Subcontract List commodity codes & description of services Sub-Contractor / Sub-Consultant MBE  $\square$ WBE  $\square$ Ethics / Gender Code: □ Non-Certified City of Austin Certified Vendor ID Code Contact Person Phone Number Amount of Subcontract \$ List commodity codes & description of services FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY: Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended. **Reviewing Counselor** Date **Director/Deputy Director** Date

Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan

### ATTACHMENT 1 ANTICIPATED PROJECT LIST FOR ROCIP VII

#### **ROCIP VII ANTICIPATED PROJECTS**

						Est. End	
Project Name	CIP ID			Const. Cost	25000000	Date	Project Description
ABIA Parking Garage	6001.114	AVAIT	\$	120,000,000	Jun-17	Nov-18	Design & Construction of a new parking garage and administrative building on West Lot A to accommodate growing passenger demand for parking close to the terminal and office
							space for staff.
Hornsby Bend Thickener Complex Rehab	3164.062	AWU	\$	5,450,000	Jun-17	Mar-19	This project will rehab the existing electrical infrastructure. The existing conduit, wiring and
							switchgear is corroded and in need of rehabilitation to maintain operation of the gravity belt thickeners
SAR Regional Electrical Substation No. 1 Replacement	3333.032	PW	\$	14,900,000	Jun-17	Sep-21	Rehabilitation of an electrical substation used to run Trains A and B and the filters.
Carson Creek Basin WW Improvements	6943.034	AWU	\$	2,100,000	Jul-17	Mar-18	Replace approximately 1700LF of 15" & 2400LF of 18" wastewater lines in the Carson
							Creek wastewater basin to provide capacity for approved service Extension
Destar Overl Bland I'll Outling Description	00.40.000	A \ A (1   1	•	0.070.000	1.1.47	1 40	reimbursements (SERs) and growth in the Riverside/Montopolis area
Barton Creek Plaza Lift Station Donwstream Improvements	6943.026	AWU	\$	2,373,000	Jul-17	Jun-18	Collection system improvements to coordinate with the Barton Plaza Lift Station Upgrades
Decker Lake Reclaimed Water Main Phase 1	5267.049	AWU	\$	11,017,000	Aug-17	Jan-20	The first half of a transmission main, to be built in two phases, from the Walnut Creek
ARIA O INVAO I	0004 400	D) A /		4 000 700	0 17	1 10	Wastewater Treatment Plant to Austin Energy's Decker Creek Power Plant
ABIA Campus HVAC Improvements	6001.102	PW	\$	4,880,700	Sep-17		Upgrade the Parking Operations Building, Information Systems Building, and Learning Resource Center mechanical systems.
AE Seaholm Cooling Plant - 812 West 2nd street		AE	\$	15,000,000	Sep-17	Aug-16	Design and Construction of new cooling system downtown.
ABIA Terminal Baggage Handling System		AVAIT	\$	100,000,000	Oct-17	Sep-20	This project includes design and construction of a new baggage handling system at the airport.
Cesar Chavez St Promenade between 1st St and	7108.002	PW	\$	6,040,000	Oct-17	Jan-19	1 7 7 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
West Ave							style and feel of the recently completed esplanade at 1st/Cesar Chavez
Austin to Manor Phase 2	10796.009	PW	\$	4,950,000	Oct-17		Austin to Manor Phase 2 bikeway
Walnut Creek Pumping System Improvements	3023.022	AWU	\$	7,151,000	Nov-17		Improve and upgrade control, reliability, maintainability, and operation of pumping systems in the Primary Treatment Complexes and Operations Building at Walnut Creek
							Wastewater Treatment Plant
Little Walnut Creek Creek Flood Hazard Reduction	5754.086	PW	\$	9,770,000	Nov-17		Main branch of Little Walnut Creek from Metric Blvd. to the Mearns Meadow pond is a high
from Metric to Rutland							priority area for flood hazard reduction. Design will include a creek bypass system under
Montopolis Neighborhood Park - Recreation Center	7555.006	PW	\$	10,749,000	Nov-17		This project includes design and construction of a new recreation center and community
& Community Building							building that includes functions for both departments in a joint-use facility. Joint-use of
							common functions will help save funding and make it easier for families
Meredith St Storm Drain Improvement	5789.054	WSP	\$	3,900,000	Jan-18	Jan-19	This project aims to reduce the flooding of houses and yards with an updated storm drain system
Walnut Creek WWTP Sludge Thickener Rehab	3023.035	PW	\$	9,603,300	Apr-18	May-20	This project will replace and upgrade the internal mechanism of the existing thickener, investigate reestablishment of the DAF system, upgrade the local SCADA system, and
Slaughter - Old San Antonio Rd Low Water	5754.082	PW	\$	4,891,000	Apr-18	Jul-19	The intent of this project is to reconstruct the low water crossing with infrastructure that will
Crossing Upgrade							improve the existing flooding conditions
Onion Creek Reclaimed Water Main Ph 1	5267.025	AWU	\$	3,800,000	May-18	May-20	Approximately 15,000 feet of 16-inch reclaimed main
Dougherty Arts Center - Co-Developed Facility	896.003	PARD	\$	17,700,000	Jun-18	Jun-20	This project includes the development of a replacement facility for the existing Dougherty  Arts Center, to either be new construction or rehabilitation of the existing building
Hornsby Bend Irrigation System Improvements	3164.070	PW	\$	7,000,000	Jul-18	Mar-20	The irrigation system at Hornsby Bend is in need of improvements and expansion.
nomes, some inigation cyclem improvements	3104.070	. **	Ι Ψ	7,000,000	001 10	17101 ZU	Increased flows and aging infrastructure require this project to expand our irrigation fields
Highland Park Water Improvements	6935.037	AWU	\$	2,511,000	Oct-18	Mar-21	Highland Park reservoir and pump station have reached the end of their useful life and are
							undersized for the area
East Allandale White Rock Neighborhood Water	2231.109	AWU	\$	3,153,000	Oct-18		Water system upgrades in the area generally bound by MoPac (Loop 1) on the west,
System Renewal							Greenlawn on the north, Burnet Road on the east, and Allandale on the south

## ATTACHMENT 1 ANTICIPATED PROJECT LIST FOR ROCIP VII

Williamson Creek - Richmond Tributary Rehabilitation	5848.041	PW	\$ 2,808,000	Dec-18		This planned project will protect properties by stabilizing the estimated 1,200 LF of stream channel. The work includes reconstructing creek banks; installing grade controls and
Cemetery Reclaimed Water Line	5267.037	AWU	\$ 3,300,000	Apr-19	Oct-20	Installation of 18,000 feet of 12-inch reclaimed water main
YBC Urban Trail	10796.008	PW	\$ 8,500,000	Sep-19		Construct a 5 mile Urban Trail from the Y at Oak Hill to Barton Creek, namely the upcoming Mopac Bicycle Bridge project.
Taxiway System Shoulder Improvements	7860.040	AVIAT	\$ 10,000,000	Sep-19		Various airside taxiway geometric improvements needed to comply with FAA Advisory Circular 150/5300-13X design changes
Northern Walnut Creek Hike and Bike Trail Ph 2	5261.003	PARD	\$ 3,500,000	Oct-19		This project consists of the design and construction of a new trail on the Walnut Creek Greenbelt from Walnut Creek Metro Park to IH-35.

Total \$ 395,047,000

#### **ROCIP VI CURRENT PROJECTS**

A		В	С		E
Project Name		Project	% Complete		Reported Payrolls
6001 Austin Berstrom International Airport	s	59,000,000	99.0%	s	10,989,266
6002 East 5th Street Chilled Water Project	s	4,290,938	99.0%	s	1,105,789
6003 North Acres WasteWater Tunnel	s	4,550,020	98.0%	s	1,096,996
6004 Harris Branch Interceptor "Lower B"	s	4,111,964	100.0%	\$	476,612
6005 North Acres Wastewater Final Conveyance	s	3,884,509	99.0%	s	659,499
6006 Mains to Capitol Complex/AISD Reclaimed Water	s	4,775,699	40.0%	s	133,956
6007 ABIA Terminal/Apron Expansion	s	276,000,000	3.0%	s	454,398
6008 Harris Branch Interceptor "Lower A"	\$	5,163,989	2.0%	s	
6009 SAR Tertiary Filter Improvements	s	24,718,610	2.0%	s	54,374
6010 Main to Junction 420 (Downtown Area) Reclaimed Waterline	s	4,732,997	1.0%	s	
Total	\$	391,228,726		s	14,970,890

## COA ROCIP VI Reported WC Payroll by Class Code through 4/30/16 as of 5/16/16

Class Code	F	Reported Payroll
0042	\$	20,956
3040	\$	7,353
3365	\$	224
3724	\$	156,106
5022	\$	75,079
5040	\$	560,592
5102	\$	261,331
5160	\$	27,847
5183	\$	580,418
5188	\$	131,691
5190	\$	2,141,381
5191	\$	39,276
5200	\$	116,130
5213	\$	500,316
5220	\$	6,307
5348	\$	285,981
5403	\$	335,365
5437	\$	1,210,799
5462	\$	469,798
5474	\$	278,261
5479	\$	54,875
5491	\$	260
5506	\$	73,300
5536	\$	129,316
5538	\$	119,269
5551	\$	95,538
5606	\$	3,135,400
6045	\$	4,740
6204	\$	28,161
6219	\$	228,350
6229	\$	136,312
6306	\$	2,626,308
6319	\$	97,570
6400	\$	216
7600	\$	295,306
8044	\$	2,278
8227	\$	80,076
8809	\$	20,368
8810	\$	448,407
9014	\$	90,334
9402	\$	2,544
9501	\$	13,327
9529	\$	80,276
and Total	\$	14,967,741

#### City of Austin - ROCIP VI - May 2016 Claims Report

		Date of		Lag	Body		Contracto										rent Month urred Net	Last Mor		Change o	(2) PHILES	curred
ОВ	Claim #	Loss	Report Date		Part	Project	r	Description	Claimant Name	Status	Comment	Pa	id Total	Reser	e Total	III de California	Total	Total		Net Total		ense
IC.	WC949C30663	4/25/2014	4/25/2014	c	Ankles	ABIA Terminal East Infill Project	Patriot Erectors	EMP WAS TAKING RIGGING TO RIGGER WHEN IT CAUGHT ON IRON,EE BECAME CAUGHT BETWEEN TWO PIECES OF IRON		Open	DD placed her at MMI as of 7/3/1/4 with a 5% rating. Reserves decreased accordingly. A new DDE was on 2/5/16. DD said that the employee was working light duty 10/2014 until she was laid off. LM adjuster has been informed that those facts are inaccurate and a dispute is being filled. BRC was held on 3/24/16 case will be referred for a CCH on 5/17/16. Now cimt has been certified for		12,663.67	\$159	664.33	\$ :	392,328.00	\$392,328	.00	s -	\$ 56.	,719.0
C	WC949C42193	8/22/2014	8/25/2014	3	Torso	ABIA Terminal East Infill Project	Harmon	EMPLOYEE IN BASKET OF BOOM, BOOM MALFUNCTIONED, TILTED BACK Y THREW EMPLOYEES OUT OF BASKET, SAFETY HARNESS CAUGHT EMP		Closed		\$		s		\$			4	s -	\$	á
/C	WC949C47874	10/23/2014	10/23/2014		Ankle	ABIA Terminal East Infill Project	Berg Electric	Emp was handling material in conex box when he caught right foot and fell twisting ankle		Closed		s	2,816.29	s		5	2,816.29	s	- 1	s -	s	511.4
vc.	WC949C48480	10/28/2014	10/29/2014		Thumb	ABIA Terminal East infill Project	Patriot Erectors	Employee was hammering and struck		Closed				s		s	672.25			s -	s	77.9
vc	WC949C50033				Shoulde r/Neck	ABIA Terminal East Infill Project	Lasco Acoustics and Drywall	Employee stepped in a small hole; strained left shoulder and neck in attempt to catch himself		Closed		s		s		5	072.23	\$		s -	s	77,5
vc	WC949C50022	11/12/2014	11/17/2014		Left Eye		Harmon	Employee was running electrical conduit to wire box when he felt something in left eye		Closed		s	501.81	\$		s	501.81	s		s -	s	22.86
vc	WC949C50532	11/21/2014	11/21/2014		Left Leg	ABIA Terminal East Infill Project	Berg Electric	Employee on ladder installing switch received shock-fell backwards hitting ground injured left leg		Closed		s	191.35	s		5	191.35	s		ş -	s	8.5
vc	WC949C58134	2/16/2015	2/17/2015		Chest	ABIA Terminal East Infill Project	Hensel Phelps	Employee slipped and fell against post causing contusion to chest		Closed		s	440.10	\$		\$	440.10	s		ş -	\$	17.0
vc	WC949C42192	8/22/2014	8/25/2014		Shoulde r/Face	ABIA Terminal East Infill Project	Harmon	Employee in basket of boom. Boom malfunctioned, tilted back and threw employees out of basket, safety harness caught employee		Closed		\$	1,150.36	5		s	1,150.36	\$ 943	5.00	\$ 207.36	5 \$	910.4
NC	WC949C60595	3/17/2015	3/18/2015		Right arm	ABIA Terminal East Infill Project	Precision Demolitio n	Employee slipped of a ladder he held on to the pipe which caused him to hurt his right upper arm		Closed		s	370.51	\$	200	s	370.51	s		s -	s	8.76
vc	WC949C75839	7/31/2015	8/4/2015		Back	ABIA Terminal East Infill Project	Lasco Acoustics and Drywall	Employee was moving bullet board onto a dolly and felt pain in his back.		Closed		s	1,483.61	s	*	s	1,483.61	\$ 1,483	3.61	s -	s	180.4
vc	WC949C69550	6/8/2015	6/8/2015	i (	Right Wrist	ABIA Terminal East Infill Project	Hensel Phelps	Employee fell from 6 ft ladder. Injured right wrist.		Closed			\$1,478.60		\$0.00		\$1,478.60					\$351.0
11					Head	East 5th						\$24	1,098.30	\$ 159	664.33	\$	401,432.88	\$ 394,754	.61	\$ 207.36	5 58	807.5
ΝC	WC949C53134	12/15/2014	12/15/2014		and neck	Street Project	SJ Louis	Employee fell off a flat bed trailer hitting his head.		Closed		s	3,968.21	s		s	3,968.21	\$ 3,968	3.21	s -	\$ 2	,177.2

#### City of Austin - ROCIP VI - May 2016 Claims Report

	P2201294850	10/3/2014	10/10/2014	7 n/a		SJ Louis	*No Parking* sign was knocked over and broke store window.	Closed		s		\$		s -	s		s .	\$	
	P 94928615101	5/13/2015	6/4/2015	23 n/a	East 5th Street Project	SJ Louis	Performance of alleged non-conforming welds by subcontractors of SJ Louis.	Closed		s		\$		s -	\$	2.00	\$ (2.	00) \$	14
	P 22013439801	5/13/2015	6/5/2015	24 n/a	East 5th Street Project	SJ Louis	Performance of alleged non-conforming welds by subcontractors of SJ Louis.	Closed (Duplicate )		s		\$		s -	s	- 4	<b>\$</b> -	\$	
2		11/16/2015	11/16/2015	Rt Thumb	East 5th Street Project	SJ Louis	Employee was moving water barrier and pinched off the tip of this right thumb	Closed		\$ 3,78				\$ 3,782.03					401.7
ind :	3				Harris					\$ 7,75	0.24	\$	-	\$ 7,750.24	\$ 7,7	52.24	5 (2,	00) \$	2,579.0
	WC949C56973	2/3/2015	2/3/2015	Abdom 0 n		SJ Louis	Employee was carrying bricks, tripped and pulled muscle in torso	Closed		\$ 1,19					\$ 1,1			\$	589.7
-1					North					\$ 1,19	3.28	\$		\$ 1,193.28	\$ 1,1	93.28	\$	- 5	589.2
	WC949C55710	12/9/2014	1/19/2015	Rt Middle 41 Finger	Acres		Employee was unhooking muck box and got his rt middle finger caught in the pinch point	Closed		\$ 5,73	8.18	s		\$ 5,738.18	\$ 5,6	689.66	\$ 48	.52 \$	467.8
	WC949C73965	7/15/2015	7/16/2015	1 Head			Clmt hit by pipe and fell to the ground cutting his head on a rock.	Re-Open	Clmt is now laid off (1/8/16) and claims that he still has active restrictions that can no longer be accompidated because the job has ended. Southland was not aware of any restrictions and says that he had seemed fine for months prior to his work ending. LM has asked for an IR evaluation on 4/25. Clmt was given a 5% ppd rating. LM is being asked to challlenge rating and to escalate internally.	\$ 20,32	7.14	\$ 13,06	7.86	\$ 33,395.00	\$ 33,3	395.00	\$	5	\$ 10,652.0
1										\$ 26,06							5 48		11,119 8
	P 22014030301	11/30/2015	3/11/2016	102 n/a	Mains to Capital/AIS D Reclaimed Water Main	Peabody	Unmarked liberoptic line was inadvertantly cut.	Open	Peabody did not follow the instructions for claims reporting. Claimant alleged that the lines were marked correctly white Peabody disputes. Claim was denied 4/6/15.	s		\$		s -	s	+	\$		

## ATTACHMENT 3 ROCIP V LIST OF PROJECTS IN PROGRAM

01-Lady Bird Lake-E.4th Drainage Improvements	\$5,488,396	100%
02-NW Recreation Center Expansion	\$2,355,600	100%
03-Loop 360 - Allen Road	\$4,609,981	100%
04-Seg 1- Slaughter Lane to Slaughter Creek	\$2,116,403	100%
05-Animal Services Center	\$11,635,000	100%
06-Barclay Drive Pump Station & Storage Tank	\$3,657,283	100%
07-Northern Walnut Creek Trail Improvements	\$3,044,286	100%
removed from ROCIP - Adj CV used as 100%	-10000011100000	
08-Water Treatment Plant #4	\$22,808,997	100%
A. Package I	\$299,758,773	100%
B. Package 2	\$22,422,968	100%
C. Package 3	422,422,000	10070
\$344,990,738		
09-Segment 2/5, I35 Slaughter & Onion Crossings	\$5,985,534	100%
10-Seg. 9.1 - FM1327 to Bradshaw Rd. N. of FM1327	\$2,145,021	100%
	\$1,542,054	100%
11- Seg 9, FM1327, I35 to Bradshaw Rd	\$2,295,724	100%
12- Seg. 20.1 & 21, William Cannon		
13-Seg 11/12, S. Pleasant Valley Ext & Legends Way	\$1,320,233	100%
14- Onion Creek Golf Course WW Interceptor	\$7,833,851	100%
15-Austin Energy System Control Center	\$2,093,490	100%
Package 1	\$58,152,220	100%
Package 2		
16-CLMC170 - Seg. 17, 18, & 19	\$2,494,275	100%
17-CLMC171- Bradshaw Phase 1	\$1,595,614	100%
18-CLMC173-S I35 Onion Creek Wastewater Inceptor	\$10,480,000	100%
19-CLMC176-SI35 Pilot Knob Station	\$6,890,000	100%
20-CLMC135-SI35 Seg. 10 Bradshaw	\$1,478,630	100%
21-CLMC183-Wildhorse Ranch N. Interceptor	\$2,691,361	100%
22-CLMC163-Waller Creek Tunnel	\$3,210,500	100%
23-CLMC185-West Campus WWW Improvements	\$3,930,772	100%
24-CLMC175- Shoal Creek Allandale Storm Drain Impraovem	\$5,496,960	100%
25-CLMC 214 - Anderson Mill/RR620 TM Northwest Zone C3I	\$2,670,354	100%
26-CLMC 192 - Shoal Creek-Rosedale Storm Drain Improvem	\$4,785,778	100%
27-CLMC 239-Wm Cannon Bridge	\$2,284,844	100%
28-CLMC216 - Anderson Mill Estates STAA Phase 1	\$4,077,450	100%
29-CLMC259-Central Business District		100000
REMOVED from ROCIP		
30-CLMC246-West 34th	\$3,160,860	100%
31-CLMC273-Airport at Chesterfield	\$5,832,036	100%
32-CLMC269-North Acres	\$2,074,639	100%
33-CLMC290-Pleasant Valley	\$3,654,870	100%
34-CLMC238-Main to Montopolis	\$4,993,324	100%
35-CLMC295-Little Shoal Creek	\$4,774,017	100%
36-CLMC289-Intel Shoal Creek 36-CLMC280-Intel at Waterloo Park	\$27,825,000	88%
- 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.		100%
37-CLMC302-East Bouldin	\$5,632,346	
38A-CLMA010-PARD-Deep Eddy Pool	\$1,987,165	100%
38B-CLMA010-PARD-Bartholomew	\$4,962,835	100%
38C-CLMA010-PARD-West Enfield	\$990,000	100%
39-CLMC 323-Williamson Creek-Blarwood	\$5,485,443	100%
40-CLMA 011-Asian American Resource Ctr	\$4,300,000	100%
41-CLMC 351-NW C Pump Station	\$8,184,000	98%
42-CLMC 347 - Boardwalk Trail-Lady Bird Lake	\$20,682,324	100%
43-CLMC 388 - Harold Court East	\$4,795,831	100%
44-CLMC 395-North Walnut Creek Bike Trail	\$5,643,326	83%
45-CLMC 392-Boyce Lane Water Main	\$4,674,205	100%
46-CLMC 403-Martin Hills Transmission	\$17,242,229	100%
47-CLMC 399-Polygon Water Rehab	\$4,513,888	100%
48-Walnut Ctk WWTP	\$5,415,625	100%
49-NewCentral Library	\$95,052,202	70%
50-Pemberton Heights	\$6,965,608	100%
51-Shoal Creek-Ridgelea	\$3,845,409	100%
52-Barton Springs	\$2,727,272	100%
53-Smith Road Extension	\$2,927,113	100%
	Second Section Commission	
Totals	\$769,693,919	
	3 2	

ATTACHMENT 3

WC Class Code		OCIP V PAYROLLS BY CLASS COD Payroll Reportable Amount Sum of Man H						
0042		719,313.14	56,133.					
0106	\$	57,446.84	1,670.					
2802	\$	0,1,1,0,0,1	1,010					
3040	******************************	36,391.05	1,666.					
3066	¢	00,031.00	1,000					
3365	<b>Q</b>	159,821.55	6 596					
	0		6,586.					
3620	<b>D</b>	74,251.00	2,268					
3685	<b>D</b>	47,004.32	2,290					
3719	\$	10,414.48	200					
3724	\$	832,069.08	43,067					
4000	\$	24,433.52	1,212					
4034	\$	1,223.30	44					
5022	\$	3,598,484.58	223,758					
5040	\$	1,062,753.44	50,883					
5041	\$	9,025.67	424					
5057	\$	638,617.89	32,865					
5102	\$	1,047,727.76	50,949					
5146	\$	4,560.00	48					
5160	\$	168,089.26	4,361					
5183	\$	3,455,433.91	164,013					
5188	\$	315,002.33	16,746					
5190	\$	12,132,515.64	504,870					
5191	\$	179,423.26	7,932					
5200	\$	6,551,367.32	437,556					
5203	\$	52,626.37	3,079					
5213	¢	6,787,643.63	457,725					
5220	•	631,047.54	37,128					
	<b>P</b>	440,540.90						
5221	•		26,682					
5222	9	8,420.60	625					
5348	\$	111,375.15	6,347					
5403	\$	1,914,885.15	108,908					
5437	\$	2,381,822.42	105,947					
5443	\$	7,084.26	583					
5445	\$	15,589.95	799					
5462	\$	600,448.49	28,425					
5474	\$	1,981,821.09	141,047					
5479	\$	198,480.86	11,975					
5480	\$	70,092.97	2,822					
5491	\$ \$ \$ \$ \$ \$ \$ \$ \$	1,304.00	76					
5506	\$	1,898,469.26	107,352					
5536	\$	1,034,020.04	52,637					
5537	\$	133,771.26	4,903					
5538	\$	196,784.94	10,533					
5551	\$	670,036.74	41,115					
5606		27,793,354.11	730,434					
6003	\$	3,015.00	67					
6045	•	1,467,491.98	94,066					
6204	e e	908,926.01	54,586					
	•	474,581.69	19,072					
6217	Ď.							
6219	9	3,940,472.69	234,674					
6229	\$	857,577.73	45,212					
6251	\$	1,162,811.53	54,581					
6252	* * * * * * * * * *	268,738.41	8,134					
6306	\$	9,844,596.87	590,304					
0000								

## ATTACHMENT 3 ROCIP V PAYROLLS BY CLASS CODE

	nuci	P V PAINULLS DI CLA	33 CODE
6309	\$	11,793.20	939.46
6319	\$	27,306,879.60	1,637,846.07
6400	\$	297,314.44	21,574.08
7380	\$	46,290.93	3,605.50
7600	\$	492,649.48	26,481.69
7605	\$	55,812.89	2,857.00
8017	\$	1,677.50	123.00
8018	\$	90.00	3.00
8044	\$	1,308.54	81.50
8106	\$	7,743.00	513.00
8107	\$	1,982.15	76.20
8227	\$	1,757,662.28	55,471.25
8231	\$	4,718.88	293.75
8601	\$	203,474.17	8,306.50
8742	\$	340,027.01	8,041.12
8803	\$	66,351.70	2,329.66
8809	\$	247,466.54	7,521.67
8810	\$	5,190,808.41	162,385.49
9014	\$	425,844.98	36,753.61
9102	\$	37,993.56	355.01
9501	\$	18,972.30	455.25
9529	\$	29,263.62	1,808.50
9552	\$	20,078.90	497.96
<b>Grand Total</b>	\$	133,549,405.06	6,567,717.90

LOB	Project Name	Contractor Name	Claim #	Loss Date	Description	Status	Paid Total	Reserve Total	Current Month Incurred Net Total	Last Month Incurred Net Total	Change of Incurred Net Total	Limited Incurred Loss Total
	and the second second		an estate to be a	27751653255502	Pulled ladder and felt twinge in lower	02207 000	and and	200-200	NATA-MATERIAL AND A	224000000000000000000000000000000000000	CONCERN:	000000000000000000000000000000000000000
WC	01-Lady Bird Lake	Cash	WC949A62454	11/16/2010	back	Closed	\$229.97	\$0.00	\$229.97	\$229.97	\$0.00	\$229.97
wc	01-Lady Bird Lake	Cash	WC949A16153	5/31/2011	Reached above head while in manhole and cut L forearm on rebar	Closed	\$11.61	\$0.00	\$11.61	\$11.61	\$0.00	\$11.61
wc	02-NW Rec Center	Biggs Plumbing	WC949066694	1/4/2011	Pulling material from elevator and felt pain in low back	Closed	\$1,308.99	\$0.00	\$1,308.99	\$1,308.99	\$0.00	\$1,308.99
wc	03-Allen Rd Pump	Hayden	WC949062549	11/12/2010		Closed	\$1,064.59	\$0.00	\$1,064.59	\$1,064.59	\$0.00	\$1,064.59
wc	05-Animal Services	vcc	WC949057693	9/28/2010		Closed	\$382.79	\$0.00	\$382.79	\$382.79	\$0.00	\$382.79
wc	05-Animal Services	vcc	WC949A13190	4/29/2011	Installing a light fixture and fell landing on nose and arm	Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
wc	06-Barclay Pump Station	T. Morales	WC949054094	8/13/2010	Small metal sliver hit elbow-minor	Closed	\$3,076,90	\$0.00	\$3,076.90	\$3,076.90	\$0.00	\$3,076.90
	06-Barclay Pump Station	T. Morales	WC949A17006	6/8/2011	Kneeling down caused strain to R knee	Closed	\$17,379.10	\$0.00	\$17,379.10	\$17,379.10	\$0.00	\$17,379.10
****	CO-Darciay 1 ump Glation	1. Wordies	W 0343A 17000	0/0/2011	Finger pinched between stem and drill	Cioseu	\$17,575.10	φυ.υυ	\$17,375.10	\$17,379.10	φ0.00	\$17,575.10
wc	08-WTP #4	Big Dog Drilling	WC949A11565	2/21/2011	housing	Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
					Walking on uneven ground and twisted		7.55		******			
WC	08-WTP #4	Laughlin-Thyssen	WC949A11701	4/11/2011	right knee	Closed	\$49,660.17	\$0.00	\$49,660.17	\$49,660.17	\$0.00	\$49,660.17
	The same and the s			Same 3	Rope of bulk head above EE broke							
WC	08-WTP #4	Austin Eng.	WC949A13291	4/28/2011	striking his head	Closed	\$20,453.67	\$0.00	\$20,453.67	\$20,453.67	\$0.00	\$20,453.67
					Climbing down ladder, slipped and hit							
WC	08-WTP #4	Laughlin-Thyssen	WC949A15510	5/18/2011	shoulder on a rock	Closed	\$298.83	\$0.00	\$298.83	\$298.83	\$0.00	\$298.83
200	05011/07/2017/07/0		CHEST SWEETING		Removing lumber from concrete form, it	100 8	New Yorks	2559430	CONSTRUCTION OF THE PARTY OF TH	500044F-7	7,500 (100)	1867
	08-WTP #4	Hayden	WC949A15514		broke and struck L elbow on rebar	Closed	\$2,076.80	\$0.00	\$2,076.80	\$2,076.80	\$0.00	\$2,076.80
	08-WTP #4	Obayashi	WC949A18794		Pliers slipped off wire and struck R eye	Closed	\$459.72	\$0.00	\$459.72	\$459.72	\$0.00	\$459.72
	08-WTP #4	Hayden	WC949A20529	5.0.70.00.00.00.00	Hose jumped and struck forearm	Closed	\$362.27	\$0.00	\$362.27	\$362.27	\$0.00	\$362.27
	08-WTP #4	Texcon	WC949A22150		Stepped on rebar & fractured right ankle	Closed	\$24,094.83	\$0.00	\$24,094.83	\$24,094.83	\$0.00	\$24,094.83
	08-WTP #4	Texcon	WC949A22149		Slipped & fell backwards on both wrists	Closed	\$665.02	\$0.00	\$665.02	\$665.02	\$0.00	\$665.02
	08-WTP #4	Austin Eng.	WC949A25914	8/29/2011		Closed	\$259.78	\$0.00	\$259.78	\$259.78	\$0.00	\$259.78
	08-WTP #4 08-WTP #4	Laughlin-Thyssen Southland	WC949A31425 WC949A32376		Fell into equip hitting chest Rubber plug stuck in ear	Closed	\$355.48 \$303.96	\$0.00	\$355.48 \$303.96	\$355.48 \$303.96	\$0.00 \$0.00	\$355.48 \$303.96
	08-WTP #4	Obayashi	WC949A32376 WC949A44352		Tripped and fell on both hands	Closed	\$484.61	\$0.00 \$0.00	\$484.61	\$484.61	\$0.00	\$484.61
	08-WTP #4	Obayashi	WC949A44352 WC949A52275		Hit right foot with sledge hammer	Closed	\$3,265.81	\$0.00	\$3,265.81	\$3,265.81	\$0.00	\$3,265.81
	08-WTP #4	Hayden	WC949A32275 WC949A49645		Lifting and felt pain in abdomen	Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	08-WTP #4		WC949A49652		Picking up rebar and strained back	Closed	\$2,738.08	\$0.00	\$2,738.08	\$2,738.08	\$0.00	\$2,738.08
	08-WTP #4	Hayden	WC949A49650		Finger cut on metal form	Closed	\$748.00	\$0.00	\$748.00	\$748.00	\$0.00	\$748.00
	08-WTP #4		WC949A51637		Picking up concrete and strained back	Closed	\$5,224.80	\$0.00	\$5,224.80	\$5,224.80	\$0.00	\$5,224.80
	08-WTP #4	Case Foundation	WC949A54788		Foreign object in right eye	Closed	\$1,134.70	\$0.00	\$1,134.70	\$1,134.70	\$0.00	\$1,134.70
****	00 11 11 114	ouse i outidation	110040704700	4/20/2012	Leg pinched between structure and muck		φ1,104.70	φ0.00	φ1,104.70	\$1,104.70	φυ.ου	\$1,104.70
	08-WTP #4	Southland/Mole	WC949A5485.	4/26/2012	car	Closed	\$2,300.21	\$0.00	\$2,300.21	\$2,300.21	\$0.00	\$2,300.21
	08-WTP #4	Manson	WC949A55993		While welding felt object in eye	Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WC	08-WTP #4	Matous Construction	WC949A57684	5/18/2012	Plank struck left shoulder/neck area	Closed	\$1,389.90	\$0.00	\$1,389.90	\$1,389.90	\$0.00	\$1,389.90

T. Oak				1000		The same of		Reserve	Current Month	Last Month	Change of	Limited
LOB	Project Name	Contractor Name	Claim #	Loss Date	Description	Status	Paid Total	Total	Incurred Net	Incurred Net	Incurred Net	Incurred Loss
			-					The strain of the	Total	Total	Total	Total
	08-WTP #4	Ranger Excavation	WC949A58203		Stepped on rock & twisted R knee	Closed	\$17,606.65	\$0.00	\$17,606.65	\$17,606.65	\$0.00	\$17,606.65
WC	08-WTP #4	Laughlin-Thyssen	WC949A59053	5/31/2012	Rebar broke and struck mouth/lip	Closed	\$2,062.00	\$0.00	\$2,062.00	\$2,062.00	\$0.00	\$2,062.00
	A CONTRACTOR OF THE CONTRACTOR		District countries in the control of the control		Stepped on uneven surface and twisted			PE MANUAL PARTY.	0000000		Same	
	08-WTP #4	Facilities Rehab	WC949A58867	6/2/2012		Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	08-WTP #4	Austin Eng.	WC949A00325		Smashed R hand in door jam	Closed	\$13,526.99	\$0.00	\$13,526.99	\$13,526.99	\$0.00	\$13,526.99
	08-WTP #4	Austin Eng.	WC949A00324		Stepped on a nail & punctured R heel	Closed	\$445.69	\$0.00	\$445.69	\$445.69	\$0.00	\$445.69
	08-WTP #4	Obayashi	WC949A61395		Unknown unworked related death	Closed	\$26.00	\$0.00	\$26.00	\$26.00	\$0.00	\$26.00
	08-WTP #4	Obayashi	WC949A64960		Loss consciousness at jobsite	Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WC	08-WTP #4	Obayashi	WC949A65181	7/25/2012	Strained lumbar shoveling rocks	Closed	\$3,011.60	\$0.00	\$3,011.60	\$3,011.60	\$0.00	\$3,011.60
	AND THE RESERVE OF THE SECOND		areveninerous rooms		L thumb got caught in a latch on muck							111-110
	08-WTP #4	Obayashi	WC949A64893	7/28/2012		Closed	\$572.25	\$0.00	\$572.25	\$572.25	\$0.00	\$572.25
	08-WTP #4	Obayashi	WC949A68485	7/31/2012	Tripped over a hose and sprained ankle	Closed	\$4,868.25	\$0.00	\$4,868.25	\$4,868.25	\$0.00	\$4,868.25
WC	08-WTP #4	T. Morales	WC949A66671	8/10/2012	Hit R knee on a nail causing laceration	Closed	\$695.17	\$0.00	\$695.17	\$695.17	\$0.00	\$695.17
WC	08-WTP #4	BCS Concrete	WC949A67681	8/20/2012	Dropped pipe on L foot and broke a toe	Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WC	08-WTP #4	Obayashi	WC949A68321	8/25/2012	Dropped a tool on R foot	Closed	\$3,586.77	\$0.00	\$3,586.77	\$3,586.77	\$0.00	\$3,586.77
WC	08-WTP #4	Facilities Rehab	WC949A68978	8/29/2012	Cut L ring finger on skill saw	Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WC	08-WTP #4	T. Morales	WC949A71110	9/10/2012	Fell back against handrail	Closed	\$563.69	\$0.00	\$563.69	\$563.69	\$0.00	\$563.69
WC	08-WTP #4	Austin Eng.	WC949A73350	9/10/2012	Felt pain in R leg & knee when climbing	Closed	\$60,865.25	\$0.00	\$60,865.25	\$60,865.25	\$0.00	\$60,865.25
WC	08-WTP #4	Obayashi	WC949A70724	9/13/2012	Heat exhaustion	Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
					Stepped down from crane and rolled L					44.00	10.00	
WC	08-WTP #4	Obavashi	WC949A71589	9/19/2012	ankle	Closed	\$452.99	\$0.00	\$452.99	\$452.99	\$0.00	\$452.99
		3.532.533	11.000 102 10 1000		Moving large chain and strained neck &	0.0000	Ţ.02.00	40.00	4 102.00		40,00	4.02.00
wc.	08-WTP #4	Obayashi	WC949A72032	9/26/2012		Closed	\$2,221.01	\$0.00	\$2,221.01	\$2,221.01	\$0.00	\$2,221.01
****	00 11 11 11	Codyaciii	W GO TOWN EUGE	D/EU/EU/E		Diosec	ΨΕ,ΕΕ1.01	ψ0.00	Ψω,ωω1.01	ΨΕ,ΕΕ1.01	ψ0.00	ψε <sub>1</sub> εε1.01
					Gloves got caught in drill & twisted both							
wc	08-WTP #4	Austin Eng.	WC949A72905	9/28/2012		Closed	\$335.08	\$0.00	\$335.08	\$335.08	\$0.00	\$335.08
					Beams slipped & pinched fingers btwn		1				41.55	
WC	08-WTP #4	BCS Concrete	WC949A73515	10/5/2012		Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
					Drilling overhead, bit slipped & strained	-					40.00	
WC	08-WTP #4	Obayashi	WC949A73946	10/9/2012	R shoulder	Closed	\$3,507.63	\$0.00	\$3,507.63	\$3,507.63	\$0.00	\$3,507.63
	08-WTP #4	Obayashi	WC949C02834		Rail dropped on L foot	Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			11001000001	10.10.20.12	Utility knife cut through rubber & into R	10,000	40.00	00.00	ψ0.00	- 0.00	40.00	40.00
WC	08-WTP #4	Obayashi	WC949A74541	10/16/2012		Closed	\$17,673.29	\$0.00	\$17,673.29	\$17,673.29	\$0.00	\$17,673.29
	08-WTP #4	Obayashi	WC949A74491		Slag from welding flew in L eye	Closed	\$1,305.93	\$0.00	\$1,305.93	\$1,305.93	\$0.00	\$1,305.93
110		- Codyddin	1100101111101	10/10/2012	Weight of concrete forms strained L	0,0300	Ψ1,000.00	ψ0.00	Ψ1,000.00	Ψ1,000.00	Ψ0.00	ψ1,000.00
WC	08-WTP #4	BCS Concrete	WC949A76579	11/5/2012		Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	08-WTP #4	EBC Construction	WC949A80896		Excavator jarred lower back	Closed	\$2,326.67	\$0.00	\$2,326.67	\$2,326.67	\$0.00	\$2,326.67
	08-WTP #4	Obayashi	WC949A87418		Slipped in mud and fell on R knee	Closed	\$16,414.99	\$0.00	\$16,414.99	\$16,414.99	\$0.00	\$16,414.99
	08-WTP #4	Obayashi	WC949A88394		Sledge hammer hit R foot	Closed	\$514.42	\$0.00	\$514.42	\$514.42	\$0.00	\$514.42
	08-WTP #4		WC949A88449		Jack slipped & struck R thigh	Closed	\$1,954.61	\$0.00	\$1,954.61	\$1,954.61	\$0.00	\$1,954.61
	08-WTP #4	Obayashi	WC949A89339		Drill bound up and struck lower chin	Closed	\$440.00	\$0.00	\$440.00	\$440.00	\$0.00	\$440.00
****	55 77 71 117	Obayasııı	110040700000	2/13/2013	Leg caught between bucket & frame	Oloseu	\$440.00	φυ.υυ	φ440.00	φ440.00	φυ.υυ	φ440.00
WC	08-WTP #4	Obayashi	WC949A92027	3/18/2013	fracturing R lower leg	Closed	\$37,666.99	\$0.00	\$37,666.99	\$37,666.99	\$0.00	\$37,666.99

LOB	A STATE OF THE PARTY OF THE PAR	Maria Maria Maria	Contract of	distribution of the same of	And the same of th	Constant of	Barbar Barbar	Reserve	Current Month	Last Month	Change of	Limited
	Project Name	Contractor Name	Claim #	Loss Date	Description	Status	Paid Total	Total	Incurred Net	Incurred Net	Total	Incurred Loss Total
WC	08-WTP #4	Obayashi	WC949A92807	3/10/2013	Loading welder & strained R abdomen	Closed	\$3,953.50	\$0.00	Total \$3,953.50	Total \$3,953.50	\$0.00	\$3,953.50
	08-WTP #4		WC949A93389		Drill caught & twisted L hand.wrist	Closed	\$25,927.37	\$0.00	\$25,927.37	\$25,927.37	\$0.00	\$25,927.37
	08-WTP #4		WC949A94789		Stepped onto gravel & twisted L ankle	Closed	\$124,794.25	\$0.00	\$124,794.25	\$124,794.25	\$0.00	\$124,794.25
4.51.00	08-WTP #4		WC949A94769 WC949A94544		Pipe swung & dislocated R thumb	Closed	\$656.03	\$0.00	\$656.03	\$656.03	\$0.00	\$656.03
	08-WTP #4		WC949A95881		Shoveling concrete & burned legs	Closed	\$314.70	\$0.00	\$314.70	\$314.70	\$0.00	\$314.70
	08-WTP #4		WC949A97730		Rolled ankle on a rock	Closed	\$6,269.40	\$0.00	\$6,269.40	\$6,269.40	\$0.00	\$6,269.40
	08-WTP #4		WC949A99168		Drill handle kicked back & struck nose	Closed	\$7,882.24	\$0.00	\$7,882.24	\$7.882.24	\$0.00	\$7,882.24
	08-WTP #4		WC949A99820		Concrete dust burned eye	Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4 1 1 1 1	08-WTP #4		WC949C01570		Chemical burn through hole in boot	Closed	\$504.95	\$0.00	\$504.95	\$504.95	\$0.00	\$504.95
	08-WTP #4		WC949C01576		Concrete form fell on ankle	Closed	\$1,919.60	\$0.00	\$1,919.60	\$1,919.60	\$0.00	\$1,919.60
	08-WTP #4		WC949C02131		Hit head on control panel	Closed	\$822.31	\$0.00	\$822.31	\$822.31	\$0.00	\$822.31
	08-WTP #4		WC949C02850		Smashed finger with a hammer	Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	08-WTP #4		WC949C07427		Pinched L index finger between rebar	Closed	\$517.72	\$0.00	\$517.72	\$517.72	\$0.00	\$517.72
WC	00-4411-#4	Obayasııı	VV 0343001421		R middle finger caught on form causing	Ciosed	Ψ517.72	φυ.υυ	Ψ317.72	ΨΟΤΤ.ΤΣ	ψ0.00	Ψ517.72
wc	08-WTP #4	Obayashi	WC949C03312		fracture	Closed	\$11,674.67	\$0.00	\$11,674.67	\$11,674.67	\$0.00	\$11,674.67
	08-WTP #4		WC949C04014		Using hammer drill & strained low back	Closed	\$1,527.53	\$0.00	\$1,527.53	\$1,527.53	\$0.00	\$1,527.53
	08-WTP #4		WC949C04389		Debris in eye	Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	08-WTP #4		WC949C05601		Caught finger between hook & bracket	Closed	\$583.68	\$0.00	\$583.68	\$583.68	\$0.00	\$583.68
	08-WTP #4		WC949C05576		Fell off ladder from 6ft & hit head	Closed	\$1,107.02	\$0.00	\$1,107.02	\$1,107.02	\$0.00	\$1,107.02
	08-WTP #4		WC949C08247		Drill spun around fracturing R hand	Closed	\$5,172.11	\$0.00	\$5,172.11	\$5,172.11	\$0.00	\$5,172.11
	08-WTP #4		WC949C11297		Stepped on loose gravel & twisted knee	Closed	\$72,277.03	\$0.00	\$72,277.83	\$72,277.83	\$0.00	\$72,277.83
	08-WTP #4		WC949C11452		Hit fingers with hammer	Closed	\$1,089.57	\$0.00	\$1,089.57	\$1,089.57	\$0.00	\$1,089.57
VVC	08-VV 11- #4	Obayasiii	VV 0343011432	9/19/2013	R middle finger got caught in ventilation	Ciosed	\$1,005.57	\$0.00	\$1,003.57	\$1,005.07	φυ.σσ	φ1,003.01
wc	08-WTP #4	Southland Mole JV	WC949C11960	0/26/2012	fan casuing facture	Closed	\$14,542.41	\$0.00	\$14,542.41	\$14,542.41	\$0.00	\$14,542.41
	08-WTP #4	Global Diving & Salva		10/10/2013		Closed	\$768.16	\$0.00	\$768.16	\$768.16	\$0.00	\$768.16
VVC	U6-VV 1 P #4	Global Diving & Salva	WC949C13603	10/10/2013	Felt pain in abdomen while pushing	Ciosed	\$700.10	\$0.00	\$700.10	\$700.10	\$0.00	\$700.10
wc	08-WTP #4	Southland Mole JV	WC949C20364	10/10/2012	empty tool basket	Closed	\$14,347.72	\$0.00	\$14,347,72	\$14,347.72	\$0.00	\$14,347.72
	08-WTP #4		WC949C23502		Caught finger between plate & frame	Closed	\$1,316.93	\$0.00	\$1,316.93	\$1,316.93	\$0.00	\$1,316.93
	08-WTP #4		WC949C29683		Flashburn to R eye	Closed	\$1,071.85	\$0.00	\$1,071.85	\$1,071.85	\$0.00	\$1,071.85
	08-WTP #4		WC949C35656		Dust got in L eye	Closed	\$919.06	\$0.00	\$919.06	\$919.06	\$0.00	\$919.06
	08-WTP #4		WC949C35197		Foot got caught, fell & broke leg	Closed	\$1,934.65	\$0.00	\$1,934.65	\$1,934.65	\$0.00	\$1,934.65
	08-WTP #4		WC949C36940		Crouched over & R knee gave out	Closed	\$11,846.68	\$0.00	\$11,846.68	\$11,846.68	\$0.00	\$11,846.68
	08-WTP #4		WC949C39031		Poison ivy across body	Closed	\$323.17	\$0.00	\$323.17	\$323.17	\$0.00	\$323.17
	08-WTP #4		WC949C42259		R index finger caught between pipes	Closed	\$4,075.34	\$0.00	\$4,075.34	\$4,075.34	\$0.00	\$4,075.34
	08-WTP #4		WC949C45148		Iron pipe feel on L big toe	Closed	\$11.07	\$0.00	\$11.07	\$11.07	\$0.00	\$11.07
	08-WTP #4		WC949C54276		metal steps tipped-cut to R Palm	Closed	\$987.68	\$0.00	\$987.68	\$987.68	\$0.00	\$987.68
	14-Onion Creek Golf		WC949063375		Hammer slammed into It foot	Closed	\$23,209.16	\$0.00	\$23,209.16	\$23,209.16	\$0.00	\$23,209.16
110	14-OHOH CIEEK GUIL	G.J. Louis	***************************************	11/24/2010	Carrying demo material and strained low	Oloseu	φ20,209.10	\$0.00	Ψ20,208,10	φευ,ευσ.10	Ψ0.00	Ψευ,ευσ.10
wc	15-Austin Energy SCC	Precision Demo	WC949A24323	8/10/2011	back	Closed	\$20,887.74	\$0.00	\$20,887.74	\$20,887.74	\$0.00	\$20,887.74
	15-Austin Energy SCC		WC949A29255	9/23/2011	Debris struck chest area	Closed	\$17,463.87	\$0.00	\$17,463.87	\$17,463.87	\$0.00	\$17,463.87
	15-Austin Energy SCC		WC949A53737	12/29/2011	Metal fell in the left eve	Closed	\$101.39	\$0.00	\$101.39	\$101.39	\$0.00	\$101.39
	15-Austin Energy SCC		WC949A39749		Cut to forearm	Closed	\$344.24	\$0.00	\$344.24	\$344.24	\$0.00	\$344.24
	15-Austin Energy SCC		WC949A52413		Laceration from metal stud	Closed	\$500.87	\$0.00	\$500.87	\$500.87	\$0.00	\$500.87

LOB	Project Name	Contractor Name	Claim #	Loss Date	Description	Status	Paid Total	Reserve Total	Current Month Incurred Net Total	Last Month Incurred Net Total	Change of Incurred Net Total	Limited Incurred Loss Total
WC	15-Austin Energy SCC	Big City Access	WC949A54378	4/21/2012	Over time felt pain in lower left back	Closed	\$288.42	\$0.00	\$288.42	\$288.42	\$0.00	\$288.42
WC		P&S Masonry	WC949A58498		Fell off scaffold and injured arm	Closed	\$412.97	\$0.00	\$412.97	\$412.97	\$0.00	\$412.97
WC	15-Austin Energy SCC		WC949A60755		Wind blew particle in left eye	Closed	\$194.72	\$0.00	\$194.72	\$194.72	\$0.00	\$194.72
wc	15-Austin Energy SCC	Sullivan's Irrigation	WC949A61340	6/26/2012	Stepped on flagging wire & punctured foot	Closed	\$326.96	\$0.00	\$326.96	\$326.96	\$0.00	\$326.96
wc	15-Austin Energy SCC	BCS Concrete	WC949A72920	7/25/2012	Allegedly fell while walking & injured R shoulder	Closed	\$54,605.44	\$0.00	\$54,605.44	\$54,605.44	\$0.00	\$54,605.44
wc	15-Austin Energy SCC	P&S Masonry	WC949A65714	8/3/2012		Closed	\$364.16	\$0.00	\$364.16	\$364.16	\$0.00	\$364.16
		DPR	WC949A70706	9/10/2012		Closed	\$1,955.52	\$0.00	\$1,955.52	\$1,955.52	\$0.00	\$1,955.52
		Walker Engineering	WC949A71957	9/26/2012		Closed	\$335.05	\$0.00	\$335.05	\$335.05	\$0.00	\$335.05
	18-Onion Creek Wastewater	S.J. Louis	WC949A27452	7/30/2011		Closed	\$227.11	\$0.00	\$227.11	\$227.11	\$0.00	\$227.11
WC		Southland	WC949A26146		Caught finger between rail and bucket	Closed	\$6,235.68	\$0.00	\$6,235.68	\$6,235.68	\$0.00	\$6,235.68
WC	18-Onion Creek Wastewater	Southland	WC949A31349	10/14/2011	Smashed finger against muck bucket	Closed	\$15,321.64	\$0.00	\$15,321.64	\$15,321.64	\$0.00	\$15,321.64
WC	18-Onion Creek Wastewater	Southland	WC949A36560		Thigh caught between pipes	Closed	\$428.67	\$0.00	\$428.67	\$428.67	\$0.00	\$428.67
WC	18-Onion Creek Wastewater	SJ Louis	WC949A56337	5/11/2012	Belt broke and struck shoulder area	Closed	\$1,079.96	\$0.00	\$1,079.96	\$1,079.96	\$0.00	\$1,079.96
wc	20-Segment 10	Travis Paving	WC949A23082	8/5/2011		Closed	\$47,683.75	\$0.00	\$47,683.75	\$47,683.75	\$0.00	\$47,683.75
wc	20-Segment 10	Travis Paving	WC949A62962	7/10/2012	Struck R index finger with sledge hammer	Closed	\$1,892.39	\$0.00	\$1,892.39	\$1,892,39	\$0.00	\$1,892.39
	22-Waller Creek	Josh Martin	WC949C39695	7/29/2014	Glove got stuck & twisted R hand	Closed	\$35.50	\$0.00	\$35.50	\$35.50	\$0.00	\$35.50
WC	23-West Campus WWW	I.D. Guerra	WC949A15870	5/27/2011	Struck by a 12 inch pipe	Closed	\$95,646.28	\$0.00	\$95,646.28	\$95,646.28	\$0.00	\$95,646.28
WC	23-West Campus WWW	I.D. Guerra	WC949A00281	3/13/2012	Fell and broke ankle	Closed	\$55,081.80	\$0.00	\$55,081.80	\$55,081.80	\$0.00	\$55,081.80
WC	26-Shoal Rosedale	Fuquay	WC949A79008	12/1/2012	Struck R index finger with hammer	Closed	\$1,708.30	\$0.00	\$1,708.30	\$1,708.30	\$0.00	\$1,708.30
WC	30-W. 34th	Bryant & Frey	WC949A50265	3/14/2012	Excavator struck claimant	Closed	\$32,126.32	\$0.00	\$32,126.32	\$32,126.32	\$0.00	\$32,126.32
WC	30-W. 34th	Cash Construction	WC949A61320	6/26/2012	Manhole cover hit R big toe	Closed	\$610.01	\$0.00	\$610.01	\$610.01	\$0.00	\$610.01
WC	32-North Acres	EBC Construction	WC949A92799	3/21/2013	Dropped pipe on L hand	Closed	\$443.10	\$0.00	\$443.10	\$443.10	\$0.00	\$443.10
WC	32-North Acres	Aaron Concrete	WC949C49599		Concrete debris in eye	Closed	\$389.23	\$0.00	\$389.23	\$389.23	\$0.00	\$389.23
WC	32-North Acres	Aaron Concrete	WC949C50101		Lifting cement & felt pain in rib cage	Closed	\$463.92	\$0.00	\$463.92	\$463.92	\$0.00	\$463.92
WC	32-North Acres	Aaron Concrete	WC949C54296		Cut left palm on steel pipe	Closed	\$48.14	\$0.00	\$48.14	\$48.14	\$0.00	\$48.14
	34-Main to Montopolis	Texas Road	WC949A35995		Steel stuck in finger became infected	Closed	\$13,148.07	\$0.00	\$13,148.07	\$13,148.07	\$0.00	\$13,148.07
	34-Main to Montopolis	BRH-Garver	WC949A58922		Slipped on rock & twisted R knee	Closed	\$14,143.78	\$0.00	\$14,143.78	\$14,143.78	\$0.00	\$14,143.78
	35-Little Shoal Creek	Smith Contracting	WC949A28613	2/20/2012	Fell into three foot trench	Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WC	36-Inlet at Waterloo	Walker Engineering	WC949A69286	9/7/2012	Box fell and struck L wrist	Closed	\$386.22	\$0.00	\$386.22	\$386.22	\$0.00	\$386.22
wc	37-East Bouldin	Mclean Construction	WC949A53928	4/18/2012		Closed	\$43,275.07	\$0.00	\$43,275.07	\$43,275.07	\$0.00	\$43,275.07
wc	37-East Bouldin	Santa Clara Construc	WC949A90016	2/5/2013		Closed	\$13,177.97	\$0.00	\$13,177.97	\$13,177.97	\$0.00	\$13,177.97
WC	40-Asian American	Flintco	WC949C21483	1/14/2014	Cutting drywall & debris fell in R eye	Closed	\$2,175.77	\$0.00	\$2,175.77	\$2,175.77	\$0.00	\$2,175.77
WC	40-Asian American	Flintco	WC949C22295	1/23/2014	Pulling nails & twisted R ankle	Closed	\$876.87	\$0.00	\$876.87	\$867.21	\$9.66	\$876.87
wc	41-NW C Pump Station		WC949C06710	8/6/2013	Lost footing while walking & fell on R knee	Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

					THE REAL PROPERTY.			Reserve	Current Month	Last Month	Change of	Limited
LOB	Project Name	Contractor Name	Claim #	Loss Date	Description	Status	Paid Total	Total	Incurred Net	Incurred Net	Incurred Net	Incurred Loss
-							0.0		Total	Total	Total	Total
_	42-Boardwalk Trail	Jay Reese	WC949A83406		Alleged back injury - unknown cause	Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WC	42-Boardwalk Trail	ATS Drilling	WC949A94810		Kneeling down caused strain to R knee	Re-Open	\$132,371.42	\$14,835.58	\$147,207.00	\$147,207.00	\$0.00	\$147,207.00
	42-Boardwalk Trail	ATS Drilling	WC949A96421		Hard to breathe w/ back pain	Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	42-Boardwalk Trail	Austin Crane	WC949A98102		Tripped and fell injuring R ankle	Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	42-Boardwalk Trail	Jay Reese	WC949C30775		Bit kicked, lost balance & fell hitting face	Closed	\$515.03	\$0.00	\$515.03	\$515.03	\$0.00	\$515.03
WC	43-Harold Court	Austin Filter Systems	WC949C07270		Tripped, fell and lacerated R wrist area	Closed	\$850.08	\$0.00	\$850.08	\$850.08	\$0.00	\$850.08
WC	43-Harold Court	Austin Filter Systems	WC949C27067	3/14/2014	Hit R wrist on excavator track	Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
wc	43-Harold Court	Austin Filter Systems	WC949C49057	11/3/2014	Pushing baskets around & felt pain in hip & back	Closed	\$1,710.35	\$0.00	\$1,710.35	\$1,710.35	\$0.00	\$1,710.35
WC	45-Boyce Lane	J A Road Boring	WC949C06823	8/9/2013	Struck by vehicle while flagging traffic	Closed	\$2,083.91	\$0.00	\$2,083.91	\$2,083.91	\$0.00	\$2,083.91
WC	46-Martin Hill	Layne Heavy Civil	WC949C21132	1/11/2014	Caught finger between handle & bucket	Closed	\$11,996.80	\$0.00	\$11,996.80	\$11,996.80	\$0.00	\$11,996.80
WC	46-Martin Hill	Layne Heavy Civil	WC949C25005	2/19/2014	Unrelated seizure at jobsite	Closed	\$603.49	\$0.00	\$603.49	\$603.49	\$0.00	\$603.49
WC	46-Martin Hill	Layne Heavy Civil	WC949C34849	6/7/2014	Finger caught in metal grate	Closed	\$779.51	\$0.00	\$779.51	\$779.51	\$0.00	\$779.51
WC	46-Martin Hill	Layne Heavy Civil	WC949C36501	6/23/2014	Dust flew into R eye	Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WC	46-Martin Hill	Layne Heavy Civil	WC949C36504	6/24/2014	Dust flew in L eye	Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WC	46-Martin Hill	Layne Heavy Civil	WC949C49763	11/11/2014	Muck box ran over L foot	Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WC	46-Martin Hill	Layne Heavy Civil	WC949C53585	12/19/2014	Handle on machine came back-lac finger	Closed	\$3,419.57	\$0.00	\$3,419.57	\$3,419.57	\$0.00	\$3,419.57
WC	46-Martin Hill	Layne Heavy Civil	WC949C55921		Wrench slipped -cut over right eye	Closed	\$2,365.71	\$0.00	\$2,365.71	\$2,365.71	\$0.00	\$2,365.71
WC	46-Martin Hill	Layne Heavy Civil	WC949C59764		Handling Material - pulled back	Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
wc	48-Walnut Creek WWTP	Payton Construction	WC949C44868	5/30/2014	Rolled ankle while putting items in	Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	49-New Central Library	Jay-Reese Contractor		12/11/2014	using sledge hammer-hit foot	Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WC	49-New Central Library	Sunshine Forming	WC949C57081	2/2/2015	Stroke-report only -attorney involved	Open	\$3,222.35	\$6,353.65	\$9,576.00	\$0.00	\$0.00	\$9,576.00
wc	49-New Central Library	Chamberlin Roofing	WC949C74137	7/17/2015	Cut hand with Utility Knife	Closed	\$604.82		\$604.82	\$604.82	\$0.00	\$604.82
WC	49-New Central Library	Clear Glass	WC949C81379	9/24/2015	Fell over pipe/landed and bruised rt hand Hammer hit left thumb-	Closed	\$909.14		\$909.14	\$909.14	\$0.00	\$909.14
wc	49-New Central Library	Young & Pratt	WC494C83350	10/20/2015	Fracture/Laceration	Closed	\$1,120.51		\$1,120.51	\$1,120.51	\$0.00	\$1,120.51
	49-New Central Library	Young & Pratt	WC949C89594	10/20/2015		Open	\$17,494.88	\$17,618.12	\$35,113.00	\$29,044.00	-	\$35,113.00
	49-New Central Library	Young & Pratt	WC949C91618		Glass dolly tipped and hit clmt head	Open	\$9,264.27	\$15,636.73	\$24,901.00	\$5,500.00	\$6,069.00	\$24,901.00
VVC	49-New Certifal Library	Tourig & Frait	WC949C91010	1/2//2010	Glass dolly apped and nit clint head	Open	\$9,204.27	\$10,030.73	\$24,901.00	\$5,500.00	\$19,401.00	\$24,901.00
	49-New Central Library	Brazos Masonry	WC949C90359		Pinched finger between stones being laid		\$274.74	\$0.00	\$274.74	\$0.00	\$274.74	\$274.74
WC	49-New Central Library	Brazos Masonry	WC949C91724		Bruise Contusion to back	Closed	\$1,978.95	\$0.00	\$1,978.95	\$1,961.20	\$17.75	\$1,978.95
	49-New Central Library	Brazos Masonry	WC949C98353		Caught under rock	Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
wc	49-New Central Library		WC949C94251	2/26/2016		Closed	\$558.82	\$0.00	\$558.82	\$367.56	\$191.26	\$558.82
	49-New Central Library	Andersen	WC949C98352		Strain handling materail	Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WC	52-Barton Springs Pool	Steve Reyes Concrete	WC949C25882	3/4/2014	Tying rebar & lacerated top of R hand	Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
wc	52-Barton Springs Pool	CVI Development	WC949C28585	4/3/2014		Closed	\$26,413.54	\$0.00	\$26,413.54	\$26,413.54	\$0.00	\$26,413.54
	53-Smith Road Extension		WC949C24214	2/11/2014		Open	\$6,894.90	\$2,002.10	\$6,894.90	\$6,894.90	\$0.00	\$6,894.90
WC	53-Smith Road Extension	Austin Underground	WC949C24177	2/12/2014	Strained wrist while loading water can	Closed	\$2,476.77	\$0.00	\$2,476.77	\$2,476.77	\$0.00	\$2,476.77

LOB	Project Name	Contractor Name	Claim #	Loss Date	Description	Status	Paid Total	Reserve Total	Current Month Incurred Net Total	Last Month Incurred Net Total	Change of Incurred Net Total	Limited Incurred Loss Total
GL	01-Lady Bird Lake	Cash	P94922020101	9/21/2010	Damage to ext & int of home due to use of compact roller	Closed	\$840.99	\$0.00	\$840.99	\$840.99	\$0.00	\$840.99
GL	01-Lady Bird Lake	Cash	P94922020102	9/21/2010	Damage to ext & int of church due to use of compact roller	Closed	\$2,306.40	\$0.00	\$2,306.40	\$2,306.40	\$0.00	\$2,306.40
GL	01-Lady Bird Lake	Cash	P94922525501	10/1/2010		Closed	\$2,000.00	\$0.00	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00
GL	01-Lady Bird Lake	Cash	P94922377501/0		Water line broke causing intersection to fail	Closed	\$439,566.24	\$0.00	\$439,566.24	\$439,566.24	\$0.00	\$250,000.00
GL	01-Lady Bird Lake	Cash	P94924119201		Building windows dirtied by work	Closed	\$4,005.25	\$0.00	\$4,005.25	\$4,005.25	\$0.00	\$4,005.25
GL	02-NW Rec Center	Allied Electric	P94923420101	1/18/2011	Stolen items from jobsite	Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
GL	02-NW Rec Center	Allied Electric	P94923420201	2/12/2011	Stolen items from jobsite	Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
GL	02-NW Rec Center	Allied Electric	P94923420401	3/7/2011	Stolen items from jobsite	Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
GL	03-Allen Rd Pump	Keystone	P94923125701	8/1/2011	Faulty gasket on pipe failed and sprayed electrical equipment with water	Closed	\$92,898.59	\$0.00	\$92,898.59	\$92,898,59	\$0.00	\$92,898.59
GL	05-Animal Services	vcc	P94922822201		Piece of equipment struck power line	Closed	\$487.37	\$0.00	\$487.37	\$487.37	\$0.00	\$487.37
GL	08-WTP #4	Laughlin-Thyssen	P94923287201	7/29/2011	Forklift struck claimant vehicle	Closed	\$4,149.99	\$0.00	\$4,149.99	\$4,149.99	\$0.00	\$4,149.99
GL	08-WTP #4	Manson	P94923314001	9/21/2011	Alleged vibration damage to home	Closed	\$3,896.55	\$0.00	\$3,896.55	\$3,896.55	\$0.00	\$3,896.55
GL	08-WTP #4	Southland	P94924219801		Crane muck bucket struck power line	Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
GL	08-WTP #4	MWH Constructors	P94925314601		Struck barricades & vehicle rolled over	Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
GL	08-WTP #4	Southland Mole JV	P22011732101	4/4/2013		Closed	\$1,984.38	\$0.00	\$1,984.38	\$1,984.38	\$0.00	\$1,984.38
GL	08-WTP #4	Southland Contracting	P22012220601		Struck rock in road causing damage	Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
GL	08-WTP #4	Southland Mole JV	P22012575001		Loading material dropped on hand	Open	\$1,000.00	\$76,000.00	\$76,000.00	\$75,000.00	\$1,000,00	\$76,000.00
GL	08-WTP #4	Laughlin-Thyssen	P22012854701		Damaged protective films	Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
GL	08-WTP #4	MWH Constructors	P22013328101		Damage to protective films	Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
GL	08-WTP #4	MWH Constructors	P22012963501		3rd party left caps off electrical causing water damage	Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
GL	08-WTP #4	Laughlin-Thyssen	P22013143801		Failure in pipe causing flooding	Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
GL	08-WTP #4	MWH Constructors	P22013150101		Rep Only-vehicle drove through fence	Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
GL	09-Segment 2/5	Southland	P94922999001	5/24/2011	Genero Ramos crossed street & was struck by a vehicle	Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
GL	10-South I-35	Santa Clara Construc	P22011873601	6/19/2013	Alledged water damage to flooring	Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
GL	15-Austin Energy SCC	Precision Demo	P94923146001	8/10/2011	Mezzanine fell during demo causing	Closed	\$56,806.00	\$0.00	\$56,806.00	\$56,806.00	\$0.00	\$56,806.00
GL	15-Austin Energy SCC	Haegelin	P94923180801	8/24/2011	Digging trench and hit gas line	Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
GL	21-Wildhorse Ranch	Boring & Tunneling	P94925248001		Possible CD; damaged fiber glass pipes	Closed	\$77,834.65	\$0.00	\$77,834.65	\$77,834.65	\$0.00	\$77,834.65
GL	24-Shoal Creek	Texas Sterling	P94923859201		Damaged a gas line	Closed	\$672.20	\$0.00	\$672.20	\$672.20	\$0.00	\$672.20
GL	24-Shoal Creek	Texas Sterling	P94923859001		Damanged steel main	Closed	\$802.91	\$0.00	\$802.91	\$802.91	\$0.00	\$802.91
GL	24-Shoal Creek	Texas Sterling	P94923859101		Damaged gas line	Closed	\$1,037.67	\$0.00	\$1,037.67	\$1,037.67	\$0.00	\$1,037.67
GL	24-Shoal Creek	Texas Sterling	P94923575601		Alleged damage to home	Closed	\$1,528.34	\$0.00	\$1,528.34	\$1,528.34	\$0.00	\$1,528.34
GL	24-Shoal Creek	Texas Sterling	P94923575602		Alleged damage to home	Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
GL	24-Shoal Creek	Texas Sterling	P94923890501		Struck gas line	Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
GL	24-Shoal Creek	Texas Sterling	P94924265401		Alleged cracked bathroom tile	Closed	\$608.80	\$0.00	\$608.80	\$608.80	\$0.00	\$608.80
GL	24-Shoal Creek	Texas Sterling	P94924335601		Alleged damage to water service line	Closed	\$630.00	\$0.00	\$630.00	\$630.00	\$0.00	\$630.00

LOB	Project Name	Contractor Name	Claim #	Loss Date	Description	Status	Paid Total	Reserve Total	Current Month Incurred Net Total	Last Month Incurred Net Total	Change of Incurred Net Total	Limited Incurred Loss Total
GL	25-Anderson Mill/RR 620	BRH-Garver	P94923308701	9/27/2011	Tooth of bucket hit cable line	Closed	\$130.00	\$0.00	\$130.00	\$130.00	\$0.00	\$130.00
GL	26-Shoal Rosedale	Facilities Rehab	P94923780301	2/2/2012	Backhoe struck gas line	Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
GL	26-Shoal Rosedale	Laughlin-Thyssen	P94924044801	1/30/2012	Alleged foundation damage	Closed	\$2,085.00	\$0.00	\$2,085.00	\$2,085.00	\$0.00	\$2,085.00
GL	26-Shoal Rosedale	Laughlin-Thyssen	P94924931201		Alleged damage to sprinkler system/tree	Closed	\$1,403.30	\$0.00	\$1,403.30	\$1,403.30	\$0.00	\$1,403.30
GL	28-Anderson Mills Estates	Cash	P94923180501		Cut unmarked line	Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
GL	28-Anderson Mills Estates	Cash	P94923277301	9/13/2011	Cut phone line	Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
GL	28-Anderson Mills Estates	Cash	P94924185501		Dust causing damage to pool	Closed	\$5,222.98	\$0.00	\$5,222.98	\$5,222.98	\$0.00	\$5,222,98
GL	29-Central Business District	Austin Underground	P22012516901		Struck unmarked gas line	Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
GL	29-Central Business District	Austin Underground	P22012903501	The second secon	Flat tire near construction site	Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
GL	30-W. 34th	Cash	P94922987701		Struck water utility line	Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
GL	30-W. 34th	Cash	P94923024601		Struck exisiting gas line	Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
GL	30-W. 34th	Cash	P94923288901		Broken water line	Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
GL	30-W. 34th	Cash	P94923389201		Excavator damaged water line	Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
GL	30-W. 34th	Cash	P94923580901		Glass damage	Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
GL	30-W. 34th	Cash Construction	P94924376101		Bucket struck gas line	Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
GL	31-Chesterfield Airport	Santa Clara Construc	P94924565501		Hit unmarked gas line	Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
GL	31-Chesterfield Airport	Santa Clara Construc	P94924668301		Hit existing gas line	Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
GL	33-Pleasant Valley	DNT Construction	P94923581501		Excavator hit gas line	Closed	\$816.29	\$0.00	\$816.29	\$816.29	\$0.00	\$816.29
GL	33-Pleasant Valley	DNT Construction	P94924267501		Damaged cable line	Closed	\$756.68	\$0.00	\$756.68	\$756.68	\$0.00	\$756.68
GL	33-Pleasant Valley	DNT Construction	P94924223401		Damaged gas line	Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
GL	33-Pleasant Valley	DNT Construction	P94924806901		Motorist ran through jobsite, no injuries	Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
GL	33-Pleasant Valley	DNT Construction	P22012548301	8/1/2013	Trees died due to vandalism	Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
GL	34-Main to Montopolis	BRH-Garver	P94925278201		Damages to 500 feeder cable	Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
GL	35-Little Shoal Creek	Smith Contracting	P94923771801		Alleged broken window	Closed	\$199.72	\$0.00	\$199.72	\$199.72	\$0.00	\$199.72
GL	35-Little Shoal Creek	Smith Contracting	P94924222801		Car struck a house through jobsite	Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
GL	36-Inlet at Waterloo	Oscar Renda	P220123711		Tunnel flood	Closed	\$164.54	\$0.00	\$164.54	\$164.54	\$0.00	\$164,54
GL	37-East Bouldin	Mclean Construction	P94923794401		Struck unmarked gas line	Closed		\$0.00				\$164.54
GL	THE RESERVE OF THE PERSON NAMED IN COLUMN TO THE PERSON NAMED IN C		P94923794401		Struck unmarked gas line		\$0.00		\$0.00	\$0.00	\$0.00	
GL	37-East Bouldin	Mclean Construction				Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
GL	39-Williamson Creek 42-Boardwalk Trail	Laughlin-Thyssen	P22011795901 P22012203801		Alleged damage to cable Flooding - no damages reported	Closed	\$2,352.84	\$0.00	\$2,352.84	\$2,352.84	\$0.00	\$2,352.84
		Jay Reese				Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
GL	43-Harold Court		P220128271		Excavating and struck 4" gas line	Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
GL	44-Walnut Creek Bike Trail	Muniz Concrete	P949277217 P220125705		Concrete truck backed into a truck	Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
GL	46-Martin Hill	Layne Heavy Civil			Backhoe struck line	Closed	\$10,303.10	\$0.00	\$10,303.10	\$10,303.10	\$0.00	\$10,303.10
GL	46-Martin Hill	Layne Heavy Civil	P22012728901		Backhoe struck line	Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
GL	46-Martin Hill	Layne Heavy Civil	P22012808801		Jeep ran through baracade - no claim	Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
GL	49-Central Library	Schnable Foundation	P22012379701		Drilling into ground and struck line	Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
GL	49-Central Library 50-Pemberton	Hensel Phelps Const Facilities Rehab	P 22013378601 P22013229501		Crane damaged road  Damage to home due to construction	Open Closed	\$657.73 \$0.00	\$27,725.00 \$0.00	\$28,383.00 \$0.00	\$27,725.00 \$0.00	\$0.00	\$28,383.00 \$0.00
GL	51-Shoal Creek Storm Drain	Facilities Rehab	P22013229301		Vehicle damage in clmt driveway	Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
GL	53-Smith Road Extension	Austin Underground	P220120749		Struck improperly marked cable	Closed	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
GL	53-Smith Road Extension	Austin Underground	P22012416701		Struck improperly marked cable Struck unmarked gas line-causing leak	Closed			\$0.00			\$0.00
GL	53-Smith Road Extension	Austin Underground Austin Underground	P22012516901		Vibrations caused property damage	Closed	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00	\$0.00 \$0.00	\$0.00	\$0.00
-		Austin Underground	P220125821		Original claim set up - then was reset				\$0.00	200000000000000000000000000000000000000	\$0.00	
GL	53-Smith Road Extension	Austin Underground	F22012586001	4/4/2014	Original Gaim set up - then was reset	Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

LOB	Project Name	Contractor Name	Claim #	Loss Date	Description	Status	Paid Total	Reserve Total	Current Month Incurred Net Total	Last Month Incurred Net Total	Change of Incurred Net Total	Limited Incurred Loss Total
GL	53-Smith Road Extension	Austin Underground	P22012586002	4/4/2014	Vehicle damage due to roadwork	Closed	\$183.61	\$0.00	\$183.61	\$183.61	\$0.00	\$183.61
GL	53-Smith Road Extension	Austin Underground	P22012673501	6/14/2014	Struck gas line	Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Grand Total:						\$2,064,350.65	\$160,171.18	\$2,221,520.80	\$2,184,323.39	\$27,621.41	\$2,031,954.56
	Total WC:						\$1,347,018.53	\$56,446.18	\$1,401,463.41	\$1,365,924.00	\$25,963.41	\$1,401,463.41
	Total GL:						\$717,332.12	\$103,725.00	\$820,057.39	\$818,399.39	\$1,658.00	\$630,491.15
1000	Legend								***			
	New Claims											

Open Change in Total \$

Ratable Loss and Expense	X	0.08
Ratable Loss and Expense	x	0.15
Basis		Rate
Per 1,000 Construction Value	x	2.1145
Per 1,000 Construction Value	X	2.2430
Applies to:		Amounts
Admin/Excess for all lines		1,045,800
Basis		Rate
Per 100 WC Payroll	x	0.0695
Basis		Rate
Per 100 WC Payroll	X	0.0162
	Ratable Loss and Expense  Basis Per 1,000 Construction Value Per 1,000 Construction Value  Applies to: Admin/Excess for all lines  Basis Per 100 WC Payroll  Basis	Ratable Loss and Expense x  Basis Per 1,000 Construction Value x Per 1,000 Construction Value x  Applies to: Admin/Excess for all lines  Basis Per 100 WC Payroll x  Basis

The WC Terrorism Risk Insurance Act ("TRIA") Premium will be determined by the TRIA/Terrorism rate times the WC Payroll. The final premium will be subject to the audited payroll for the state. Terrorism coverage will be subject to the terms of this rating plan and any applicable deductible endorsement.

In accordance with the Terrorism Risk Insurance Act, if an individual insurer's losses for a certified act of terrorism exceed a deductible amount specified in the Act, the federal government will reimburse the insurer for 85% of losses paid in excess of the deductible, provided that aggregate industry losses from a "certified act of terrorism" exceed \$100 million.

It aggregate insured losses attributable to certified acts of terrorism exceed \$100 billion in a calendar year and we have met our deductible under the Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion. Nor shall Treasury make any payment for any portion of the amount of such losses that exceeds \$100 billion. In such case, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"I RIA will expire on December 31, 2014, unless Congress acts to extend it. It any policies subject to this rating plan expire after December 31, 2014, and if Congress does not extend TRIA or extends TRIA with modifications that increase the insurer deductible, decrease the government's share of losses, redefine terrorism, or require insurers to offer terrorism coverage on terms that differ from those applicable to other types of events or occurrences, we may charge additional premium for terrorism coverage."

#### V. Assessement and Surcharges

Assessments and surcharge calculations are in addition to the Retrospective Premium Rating Formula. Certain assessments and surcharges will be calculated at audit and reconciled at the first retrospective adjustment. Those assessments and surcharges will be calculated based upon the applicable published state or federal factor at the policy effective date. Other assessments and surcharges are subject to annual retrospective adjustment, and the assessment and/or surcharge amount may change at each adjustment based upon changes in the applicable state or federal factor, changes in base amounts or formulas.

#### VI. Dates of Computation of Retrospective Premium

- A. Variable Expense, Variable Expense Taxes, and Non-Deductible Loss and Related Premium Tax, whichever is applicable, will be calculated based on Incurred Losses. Non-Deductible Loss Related Premium Tax will be billed annually with the retrospective adjustment based on Incurred Losses. However, we will bill you for these items based upon Paid Losses until the third retrospective adjustment, from which time forward the applicable items will be billed based upon Incurred Losses.
- B. We will calculate this agreement with losses valued 6 months after the expiration date or as mutually agreed using the audited exposure base and rates/factors agreed to above. This calculation will be made by us as soon as practicable after such valuation date, and annually thereafter.
- C. We may make a special valuation of this agreement as of any date that any First Named Insured is declared bankrupt or insolvent, or makes an assignment for the benefit of creditors, or is involved in reorganization, receivership or liquidation, or disposes of all its interest in work covered by this agreement.
- D. After each calculation if the premium computed exceeds the premium previously paid for the policies listed in Section I, you will pay the difference to us (in accordance with the Agreement for Guarantee of Deductible Reimbursement/Premium Payments. If less, we will return the difference to you (unless otherwise stated in the Agreement for Guarantee of Deductible Reimbursement/Premium Payments).

The Insured is liable for all premiums due under this policy and for any other financial obligation arising out of any agreements contained in this policy. The Insured will be the payee for any return premiums we pay. No other insured will be liable for premium or other financial obligations, or entitle to any return premium.

- E. We may mutually agree with you that any calculation of the Retrospective Premium is the final calculation. If we make such an agreement, no other calculation will be made unless there is clerical error in the final calculation.
- F. If there is no change in your losses at any subsequent adjustment we reserve the right not to issue a complete retrospective rating plan adjustment, we will issue a letter informing you that there is no balance due.
- G. We may offer the first Named Insured a final and/or partial calculation of obligations under any one or more expired policy(ies) covered under this endorsement. The final calculation will be based upon estimates of final losses, whether or not reported, and include development of such loss and other applicable factors. If accepted by the first Named Insured, upon payment of such final calculation, the Named Insured shall no longer be responsible for such obligations. We and the first Named Insured may agree to exclude or limit any single claim, group of claims, or exposures from the final calculation. Any claims or group of claims excluded from such final amount shall continue to be subject to the terms stated in the policy, rating plan, deductible endorsement and other applicable agreements. We and the first Named Insured may agree to additional conditions, such as limits or sublimits.

#### VII. Cancellation

If any of the policies listed in Section I are cancelled, the rating plan will remain in effect until we mutually agree that any calculation of the Retrospective Premium is the final calculation. If we make such an agreement, no other calculation will be made unless there is clerical error in the final calculation.

This rating plan will remain in effect, even if one or more of the policies listed in Section I are cancelled. Minimums shown in Section III and IV will apply in the event of cancellation.

#### VIII. Regulatory Service Requirements

We may become regulatorily required, after this policy becomes effective, to provide certain services (e.g. managed care) under the policy or to re-classify/re-code certain services under the policy in accordance with filed rating and statistical plans. If this happens, the charges made for the required services and/or re-classification of services will be consistent with filed rating and statistical plans (e.g. medical loss, indemnity loss, allocated loss adjustment expense, or unallocated loss adjustment expense).

#### IX. Definiton of Terms

"Ratable Losses" are Allocated Loss Adjustment Expenses and all amounts we pay for losses plus all amounts that we estimate that we will pay for losses within the "Retention".

"Construction Value" The gross amount of monies paid by the First Named Insured for the completion of the projects covered by the City of Austin ROCIP VI, which is inclusive of total enrolled self-performed trade contractor costs and all enrolled self-performed sub-trade contractor costs of all tiers, general conditions, and contingency, but exclusive of insurance costs, taxes and fee.

"Retention" means the retention shown in Section III and reflects the Insured's deductible and/or loss limit corresponding to the policies shown in Section I.

The "Retention" applies regardless of the number of policy years triggered by any one occurrence or accident. The "Retention" will be reduced proportionately with the allocation of the loss if the entire amount we pay for the occurrence does not exceed the highest occurrence limit of any of the policies triggered.

"Workers' Compensation Payroll" will be based upon the current available rule in the applicable WC State Manual for non NCCI states of CA, DE, MA, MI, NJ, NY, PA and TX, or the NCCI Employers Liability payroll manual, except in monopolistic state fund states where the payroll definition will be the current definition used by the state fund. "Workers Compensation Payroll" excludes Employers Liability payroll.

"Allocated Loss Adjustment Expense" (ALAE) - All expenses allocable to a specific claim including, but not limited to, legal expenses or attorneys' fees, court costs or fees, fees for service of process, costs for depositions or examinations under oath, interest, costs for copies of any public records, transcription services, appraisal fees, cost of hospital or other medical reports, medical examinations, private investigation, surveillance, professional photography, expert witness analysis or testimony, accident reconstruction, engineering analysis, or Qualified Injured Worker determination (CA Only), as well as the charges for certain Medical Case Management Products and Services, including medical bill review, as detailed in the Medical Case Management Products & Services Summary & Fee Schedule (MCM) for this insurance program. The definition of Allocated Loss Adjustment Expenses does not include the charges that are designated Medical Loss in the MCM document. The definition of Allocated Loss Adjustment Expenses shall be applied in compliance with any amendments to applicable law.

#### X. Amendments

In an effort to clarify and match our mutually agreed-upon sold program with this LRARO, we may need to amend this endorsement. We will notify you of any such amendments made to this LRARO agreement. Amendments to this LRARO agreement are deemed a part of this agreement if not signed by you within 60 days unless you have notified us to the contrary in writing.

During the rating plan period, we may revise coverage or provide additional services at your request that result in additional premium. Premium for those coverages or services may be billed at that time or included in your rating plan adjustment, even if this Rating Plan Agreement is not revised.

1			
Executed for the Ir	isurer by:		
	Signature Datell		
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executed for the In	isured by: The MULO	0 5 7 1 5	
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		2	
	1-25/10 11/100	N SK MUNIQUET	- City of Austin
	Name (Printed) Title		+

#### ATTACHMENT 6 -- ROCIP/OCIP COMMERCIAL MARKET AND REFERENCE INFORMATION

Provide the following information for your firm's current ROCIP/OCIP Markets:

CARRIER	CURRENT PREMIUM VOLUME	MINIMUM OCIP VALUES ACCEPTED

List ROCIP/OCIP Account References that your firm has worked with within TEXAS in the last 5 years:

CONTACT NAME	FIRM	PHONE #	START/END DATES	CONSTRUCTION VALUES	LIMITS OF LIABILITY

List ROCIP/OCIP Account References that your firm has worked with IN THE U.S.A. BUT NOT IN TEXAS within the last 5 years:

CONTACT NAME	FIRM	PHONE #	START/END DATES	CONSTRUCTION VALUES	LIMITS OF LIABILITY

#### CITY OF AUSTIN ROCIP VII COST PRO-FORMA INFORMATION **ESTIMATE FOR RFP**

#### **COMPLETE THE FOLLOWING PRO-FORMA:**

#### THE DATA PROVIDED SHALL BE REFECTED IN YOUR PRO-FORMA. YOU ARE REQUIRED TO COMPLETE EVERY ITEM ON THIS WORKSHEET

#### **ASSUMPTIONS:**

Estimated Construction Value: \$325 Million

Estimated Project Payroll:

Estimated Payroll to CV% 17% Estimated Construction Term: 5 years

WC & GL deductible: Clash deductible:

#### CONTRACTORS TRADITIONAL INSURANCE COST (EXPECTED CONTRACTOR AVOIDED COSTS)

Subcontractor WC and GL Insurance cost per \$1,000 of CV:

Subcontractor WC and GL Insurance cost per \$100 of payroll:

General Contractor WC and GL and XS Insurance cost per \$1,000 of CV:

General Contractor WC and GL and XS Insurance cost per \$100 of payroll:

Total Traditional Avoided Insurance Cost:

Identify on Page 2 what the contractor rates were based upon Identify on Page 2 your contractor mark-up % used in the above costs

OCIP COSTS	\$100 payroll	\$1,000 CV	Cost
Workers Compenstation (Statutory) + \$1 Mil EL Limits:			_
GL (\$2/4/4mm):			_
Umbrella/XS @ \$50 Million Limit:			

Pata nor

What is the expected Loss Pick?:

**Expected Loss Conversion Factor:** 

Loss Aggregate X Loss Conversion Factor:

Minimum ROCIP Cost excluding Admin Fees:

Maximum ROCIP Cost excluding Admin fees:

Extension Period for Products/CoOps:

Attach your specific pro-forma to this Worksheet with all Notes and other factors the City should consider.

#### COMPLETE THE FOLLOWING PRO-FORMA:

## THE DATA PROVIDED SHALL BE REFECTED IN YOUR PRO-FORMA. YOU ARE REQUIRED TO COMPLETE EVERY ITEM ON THIS WORKSHEET

#### **ASSUMPTIONS:**

Estimated Construction Value: \$400 Million

Estimated Project Payroll:

Estimated Payroll to CV% 17% Estimated Construction Term: 5 years

WC & GL deductible: Clash deductible:

#### **CONTRACTORS TRADITIONAL INSURANCE COST (EXPECTED CONTRACTOR AVOIDED COSTS)**

Subcontractor WC and GL Insurance cost per \$1,000 of CV:

Subcontractor WC and GL Insurance cost per \$100 of payroll:

General Contractor WC and GL and XS Insurance cost per \$1,000 of CV:

General Contractor WC and GL and XS Insurance cost per \$100 of payroll:

Total Traditional Avoided Insurance Cost:

Identify on Page 2 what the contractor rates were based upon Identify on Page 2 your contractor mark-up % used in the above costs

**OCIP COSTS** 

Workers Compenstation (Statutory) + \$1 Mil EL Limits:

GL (\$2/4/4mm):

Umbrella/XS @ \$50 Million Limit:

What is the expected Loss Pick?:

**Expected Loss Conversion Factor:** 

Loss Aggregate X Loss Conversion Factor:

Minimum ROCIP Cost excluding Admin Fees:

Maximum ROCIP Cost excluding Admin fees:

Extension Period for Products/CoOps:

Rate per \$100 Rate per Rate or payroll \$1,000 CV Cost

Attach your specific pro-forma to this Worksheet with all Notes and other factors the City should consider.



301 Addendum No: 1	Date of Addendum: 06/22/16			
This addendum is to incorporate the following changes to the above referenced solicitation:				
	pre-bid conference is (512) 974-9300,			
AND CONDITIONS REMAIN THE SAI	ME.			
1 ARA	6/22/16			
	Date			
Authorized Signature	Date			
	ate the following changes to the above on: The optional call-in number for the 10.  AND CONDITIONS REMAIN THE SAI clin, Corporate Contract Administrator Office, (512) 974-2034			

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICIATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



Solicitation: RFP 5800 TLF0301	Addendum No: 2	Date of Addendum: 06/23/16			
This addendum is to incorporate the following changes to the above referenced solicitation:					
I. Additional Information: The ti The date and location have not		nce has been changed to 12:00 noon.			
II. ALL OTHER TERMS AND COM	NDMINONS REMAIN THE SAME	≣.			
APPROVED BY:	Op.	6/23/16			
	orate Contract Administrator (12) 974-2034	Date			
ACKNOWLEDGED BY:					
Name A	uthorized Signature	Date			

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICIATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



Solid	citation: RFP 5800 TLF0301	Addendum No: 3	Date of Addendum: 07/06/16	
This	This addendum is to incorporate the following changes to the above referenced solicitation:			
I.	Additional Information:			
	A. The attendee for the Pre-	Proposal Conference is attached	d.	
	B. Handouts provided by the Conference are attached	집에 있는 경기 경기를 다른 사람들이 되었다면 가게 되었다면 하지만 때 가게 되었다면 하다 하다 되었다.	esources Department at the Pre-Proposal	
II.	ALL OTHER TERMS AND C	ONDITIONS REMAIN THE SAM	1E. 7/6/16	
AFF		rporate Contract Administrator (512) 974-2034	Date	
ACK	NOWLEDGED BY:			
Nam	e	Authorized Signature	Date	

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# ROCIP VII Insurance Broker of Record and Admin. Services RFP 5800 TLF0301 July 5, 2016 Good Faith Effort Requirements

**POLICY:** The City of Austin and its contractors shall not discriminate on the basis of race, color, national origin, disability, or gender in the performance of contracts.

#### **COUNTING PARTICIPATION (2-9C-20)**

Listing City certified firms on the MBE/WBE No Goal Utilization Plan means that firms agree to both the price and scope of work. The MBE/WBE No Goal Utilization Plan shall list <u>all firms</u> that will participate on the contract.

- Only City of Austin certified MBE/WBE firms will be counted.
- Certified MBE/WBE firms may count their own participation, less any amount subcontracted.
- Use only the base bid amount or the proposal amount to calculate your MBE/WBE participation.

## ALL BIDDERS MUST PROVIDE GOOD FAITH EFFORT DOCUMENTATION IF NON-MBE/WBE FIRMS ARE IDENTIFIED ON THE MBE/WBE NO GOAL UTILIZATION PLAN.

#### GOOD FAITH EFFORTS - NO GOAL PROJECTS (ONLY)

The City has determined that no goals are appropriate for this project. Even though no goals have been established, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program if areas of subcontracting are identified. If any service is needed to perform work on the contract and the Bidder does not perform the service with its own workforce and the Bidder does not have the supplies or materials in its inventory, the Bidder shall contact the Small & Minority Business Resources Department at (512) 974-7600 to obtain a list of MBEs and WBEs to perform the service or provide the supplies or materials. The Bidder must make a good faith effort to use available MBE and WBE firms.

#### At a minimum, the following should be submitted to support Good Faith Effort documentation:

- Solicitation sent to MBE/WBE firms in the Significant Local Business Presence (SLBP 5 Counties include Travis, Hays, Williamson, Bastrop, and Caldwell) identified on the availability list for subcontracting opportunities not less than <u>7 business days</u> prior to bid date. Notices must be sent using two separate reasonable, available, and verifiable methods (e.g. email, fax, mail, or phone).
  - Such as evidence of written notice includes copy of letters (solicitation notice) that was sent by email, fax, or mail.
  - Such as evidence of two separate methods used to notify MBE/WBEs include fax logs, email confirmations, copies of stamped envelopes/hand-delivered and/or phone logs (Phone contacts, alone, will not be sufficient.)
- Written correspondence to certified vendors should include names, addresses, and other identifying information including your company's phone number, contact person, where to locate plans and specifications; and due date for responding.
- Take appropriate steps to follow up the initial solicitation with interested MBEs or WBEs.
  - Submit copies of written responses from all respondents to your solicitation.
  - If interested MBEs or WBEs responded, document follow up on log of contacts and include date and contact information
- Publish notice in a local publication such as newspaper, trade association publication, or via electronic/social media.

- Bidder/proposer must state a specific and verifiable reason for not contacting each certified firm with a SLBP.
  - If MBEs and WBEs were not sent solicitation notices, document reason on log of contacts.
- Negotiate in good faith with interested MBEs and WBEs.
  - If negotiated in good faith with interested MBEs and WBEs, document results on log of contacts.
- Contact SMBR for assistance (i.e. additional scopes identified or assistance with MBE/WBE Program requirements).
- Not rejecting MBEs or WBEs as being unqualified without sound reasons.
- Seeking the services of available minority and women community organizations
  - Documentation of contacts with trade associations and Chambers of Commerce.
- Selecting portions of the work that will increase the likelihood that the MBE/WBE goals will be met.

#### The following additional Good Faith Efforts factors may also be considered:

- Efforts to assist MBE/WBEs in bonding, insurance, and financing where appropriate.
  - If assistance was provided, document in log of contacts.
- Efforts to assist MBE/WBEs in obtaining necessary equipment, supplies, and materials.
  - If assistance was provided, document in log of contacts.

In assessing minimum good faith efforts, SMBR may consider the performance of other Bidder/Proposers successfully meeting the goals.

FAILURE TO COMPLY WITH THE MBE/WBE PROCUREMENT ORDINANCE WILL RESULT IN REJECTION OF YOUR COMPLIANCE PLAN



#### SMBR's Plan Room

The City of Austin's Small & Minority Business Resources (SMBR) Department has a Plan room for viewing City of Austin project plans and specifications as well as other local, private, and public sector jobs. In addition, SMBR and McGraw-Hill Dodge have partnered to provide contractors up-to-date construction project information, plans and specification through the Internet. Projects include public and private sector opportunities in 100 South and Central Texas counties.

Where is the Plan Room?
It's located at the offices of SMBR 4201 Ed Bluestein Blvd.
Austin, TX 78721

#### How much will it cost?

There are no fees to access the information. There are minimal fees for copying and printing of plan and specification sheets.

#### What are my next steps?

Attend a free one-hour orientation session to learn how to operate the on-line service. Contact Genia Browder at (512) 974-7799 to make an appointment or for more information.

For more information or to view a list of projects currently available in the Plan Room visit website at <a href="https://www.austintexas.gov/smbr">www.austintexas.gov/smbr</a> under the Plan Room projects.

#### BONDING

SMBR's Bonding Financial Consultant is available to educate and assist vendors with Bonding. Luke Ortega Luper can be reached at 512-974-7733 or by email at <a href="mailto:Luke.Luper@austintexas.gov">Luke.Luper@austintexas.gov</a>. Keep in mind that SMBR does not issue bonds; however, we do provide our bonding resource program as a free and confidential service to our business owners.



Solic	itation: RFP 5800 TLF0301	Addendum No: 4	Date of Addendum: 07/11/16		
This addendum is to incorporate the following changes to the above referenced solicitation:					
l.	<u>Clarification:</u> Attachment 1 is Seaholm Cooling Plant – 812		l end date to August 2019 for the AE		
II.	ALL OTHER TERMS AND CO	ONDITIONS REMAIN THE SAME			
APPF	ROVED BY:				
	Tracy Franklin, Corp Purchasing Office, (	porate Contract Administrator (512) 974-2034	Date		
ACKI	NOWLEDGED BY:				
Name	 9	Authorized Signature	 Date		

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Solicitation: RFP 5800 TLF0301	Addendum No: 5	Date of Addendum: 07/11/16
This addendum is to incorporate the	following changes to the above	referenced solicitation:
I. Additional Information: A	revised attendee list for the Pre-F	Proposal Conference is attached.
II. ALL OTHER TERMS AND C	CONDITIONS REMAIN THE SAM	E.
APPROVED BY:	ali.	7/11/16
Tracy Franklin, Co Purchasing Office	orporate Contract Administrator (512) 974-2034	Date
ACKNOWLEDGED BY:		
Name	Authorized Signature	Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



**RESPONSE TO RFP** 

# City of Austin RFP 5800 TLF0301

INSURANCE BROKER OF RECORD AND ADMINISTRATOR SERVICES FOR ROLLING CONTROLLED INSURANCE PROGRAM



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## **SECTION ONE**



# **EXECUTIVE SUMMARY**

We are excited about the opportunity to continue our partnership with the City of Austin (the "City"). In our response we describe our qualifications to help you effectively deploy the resources and capital to manage your construction project risk.

We recognize that your choice of an insurance brokerage and program administrative management partner is a significant one, worthy of considerable deliberation. Marsh is committed to meeting and exceeding the City's ROCIP Phase VII's three distinct goals outlined in your RFP of achieving:

- 1. Generate cost savings from reduced insurance costs;
- 2. Promote safety for contractors working on City ROCIP construction projects; and
- 3. Remove insurance barriers for small and minority contractors.

### Team Experience

Your Marsh team's experience with numerous public entity construction projects, including the City's Phase V and VI ROCIPs, as well as your Austin-Bergstrom International Airport OCIP, makes us uniquely capable of delivering the most cost-effective and comprehensive insurance and risk management solutions for these projects. In addition to the City's ROCIPs and OCIP, our project experience includes the University of Texas System, Dallas ISD, Northeast ISD, and the Houston Metropolitan Transportation Authority.

Your team members, John Egan – client executive and Cindy Gibbens – project manager, were on the Austin-Bergstrom Airport OCIP service team. Stan Bratton, your client manager, served a similar role on the City's Phase V ROCIP while working for another broker. All three have been actively working on the City's ROCIP Phase VI. Our RMIS, reports and processes during Phase VI have demonstrated our ability to meet the City's performance goals.

Your Marsh team has unsurpassed experience with Texas public entity ROCIPs and specifically with the City.

#### **Local Service**

Service team members are based in Austin, San Antonio and Dallas. Cindy Gibbens, project manager, Virginia Martin and Luella Norman, program administrators have offices in both Austin and San Antonio. From there they will handle day to day ROCIP activities including attending monthly meetings and contractor pre-construction conferences. They will both receive support from the Texas Wrap-up Service Center in Dallas.

# **Conceptual Strategy and Cost**

Your Marsh team has been working with the ROCIP Phase VI carriers re-negotiate terms and pricing. We are enrolling contractors into your current ROCIP program. This provides us with a unique understanding of insurance

and construction market conditions in the Austin area. As you will see in the body of our response, our well-thought-out pro-forma demonstrates a conceptual strategy that will maximize results for the City.

Our unique knowledge of the City's needs also enables us to develop an extremely competitive fee amount and structure. We have included a fixed fee, and we have described within a proposed structure for a variable fee based on enrolled construction values.

#### **National Resources**

Marsh is the world's leading insurance broker with unsurpassed depth of intellectual capital in our national construction and public entity practices. These resources ensure that the best processes, market knowledge and technology are available to you, as well as to the local service team.

We look forward to an engaged dialogue to further discuss your exciting projects and our plans for assisting you deliver them successfully.

Respectfully submitted,

John Egan

Senior Vice President



#### **SECTION TWO**

# ORGANIZATIONAL BACKGROUND AND OVERVIEW

a. Indicate the name, physical address, telephone number, and email address of the person authorized to negotiate contract terms and render binding decisions in contract matters.

#### John Egan

Senior Vice President
Marsh USA Inc.
Comerica Bank Tower
1717 Main Street, Suite 4400
Dallas, TX United States 75201-7357
214 303 8125
john.j.egan@marsh.com

b. State the legal name and address of your organization and identify your parent company if you are a subsidiary. Include your main businesses, number of offices and locations. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which you are incorporated or licensed to operate.

#### Legal Name and Address:

Marsh USA Inc. 1166 Avenue of the Americas New York City, NY United States 10011 212 345 5000



Marsh, a global leader in insurance broking and risk management, teams with its clients to define, design, and deliver innovative industry-specific solutions that help them protect their future and thrive. It has approximately 27,000 colleagues who collaborate to provide advice and transactional capabilities to clients in over 100 countries. Marsh is a corporation and a wholly owned subsidiary of its parent company: Marsh & McLennan Companies (NYSE: MMC), a global team of professional services companies offering clients advice and solutions in the areas of risk, strategy, and human capital. Incorporated in the State of Delaware, with over 54,000 employees worldwide and annual revenue exceeding \$13 billion, Marsh & McLennan Companies is also the parent company of Guy Carpenter, a global leader in providing risk and reinsurance intermediary services; Mercer, a global leader in talent, health, retirement, and investment consulting; and Oliver Wyman, a global leader in management consulting. Marsh & McLennan Companies subsidiaries are licensed in all locations in which they operate.

Marsh is a world leader in delivering risk and insurance services and solutions to its clients. From its founding in 1871 to the present day, Marsh has provided thought leadership and innovation for clients and the insurance industry — introducing and promoting the concept and practice of client representation through brokerage, the discipline of risk management, the globalization of insurance and risk management services and many other innovative tools and service platforms.

As a global brokerage firm, Marsh's clients vary by size, industry, geography and risk exposures; our clients and practices are varied and include (but are not limited to) public entity, construction, entertainment, infrastructure, aviation and transportation. Marsh is organized to serve clients efficiently and effectively, delivering tailored solutions based on complexity of the risk and industry footprint, and matched to clients' buying styles.

c. Specify the branch office or other subordinate element which will perform, or assist in performing, the Scope of Services. Provide details on the number of years in business, number of employees, and annual revenues volume.

The City's ROCIP will be primarily serviced out of our Central Texas offices in Austin and San Antonio, with support from our Dallas office and Central Zone Wrap-up Service Center. Cindy Gibbens, Project Manager, works in both offices. Our Austin office has 250 colleagues and our San Antonio office has 65 colleagues. The Dallas office has a current staff of over 150 seasoned professionals. Insurance placement will be handled by Stan Bratton in our Dallas office which boasts an average tenure of 15 years each and collectively places over \$650 million of premium into the marketplace annually. Marsh does not externally report annual service revenues volume at the office level. Our client relationships are equally enduring, with some current accounts dating back 30+ years.

Below are the addresses for the Marsh USA Inc. corporate office, Houston regional office and the Dallas, San Antonio and Austin branch offices.

New York, NY	Austin, TX	San Antonio, TX	Dallas, TX	Houston, TX
1166 Avenue of the Americas	10900 Stonelake Blvd.	9830 Colonnade Blvd.	1717 Main St.	1000 Main Street
New York, NY 10036	Austin, TX 78759	San Antonio, TX78230	Dallas TX 75201	Houston, TX 77002

d. Provide a copy of your firm's most recent financial statement. If this is unavailable, submit sufficient information indicating the financial status of your organization.

In an effort to conserve, and given the fact that the Marsh financial statement is detailed, we offer the following address where you can find our latest financial information and annual report:

http://news-investors.mmc.com/phoenix.zhtml?c=113872&p=irol-investors&SP=2fkW0GrT5G0VaaJPaxW/9yWbkQ1vOBoDROuAFqBVunDRGzC8tpc3FsSCLBEmFdRFAugoh0XJvucxYKRLO1/SPw==#ann reports

#### **SECTION THREE**

# > PROPO

# PROPOSER EXPERIENCE AND SERVICES

a. Submit evidence of your firm's experience in providing ROCIP/OCIP administrative services for other entities with programs comparable to the City's. Preference will be given to firms with applicable similar experience.

Marsh is the leader when it comes to wrap-ups. Our preeminent leadership position extends to OCIP, CCIP, and ROCIP (rolling OCIP) experience as well. We have developed key programs that coordinate the administrator, loss control, claims and placement of the OCIP to ensure coverage, communication and smooth implementation of the program at inception and through closeout.

Marsh is currently your broker on the City of Austin OCIP, and we have past and existing experience with over twenty public entity clients with over \$40 billion in construction values during the last five years alone. We are currently managing 465 active projects, totaling more than \$175 billion in construction value. We have extensive experience working with both contractors and owners giving us a thorough understanding of contractor issues when participating in ROCIPs and enabling us to effectively support their participation and maximize the financial benefit to the owner.

Marsh's expertise and experience with large, complex projects in Texas is without compare. Your client executive, John Egan has over 30 years specifically working on construction wrap-ups with more than 50 programs under his belt with experience at City of Austin, University of Texas and Dallas/Fort Worth Airport. Andrew Canning is an expert in providing risk management strategies and value added solutions for construction clients across the Nation, including practice and project risks, and with the ultimate goal of managing risk to positively impact the City's balance sheet. Our proposed ROCIP project manager, Cindy Gibbens has a similar level of experience with 20 years in construction wrap-up work with more than 17 programs and 60 projects. With regard to the ROCIP claims experience referenced in this question, Kevin McClelland will be the construction claims consultants assigned to this program. Kevin joined Marsh last year after working for Chubb and Zurich where he worked on multiple construction, global energy, and real estate accounts. He is currently working on the University of Texas, City of Austin, Parkland Hospital, and Houston Metro. Kevin's resume itself and experience with Texas wrap-up clients is evidence of Marsh's commitment to providing the most capable and most experienced people to advocate for our clients.

In addition to national resources providing the service structure and protocols, your Marsh service team is currently the broker/administrator for the City's Phase VI ROCIP.

We are also the broker/administrator for the University of Texas System Phase V and VI ROCIPs, as well as administrator for the completed Dallas ISD ROCIP. These projects are multi-location ROCIPs similar in size and scope to the City of Austin. Furthermore, **Stan Bratton**, your Marsh service team client manager, was the City's Phase V ROCIP client manager while employed at a prior firm. Our other OCIP clients include Dallas County Hospital (Parkland) and Houston Metro Transportation Authority.

#### Marsh's Construction Practice

Marsh's Construction Practice, which operates on a global, national and regional basis, will play a support and advisory role in servicing the City's risk management and insurance programs for your services for ROCIP Phase VII projects. We are able to bring our unparalleled experience gained from managing construction risk and insuring billions of dollars in construction values to the City in the design, placement and servicing of your ROCIP.

#### Marsh's Construction Expertise

Our investment in specialized expertise and resources is one aspect of Marsh that distinguishes us from our competitors. Marsh's Construction Practice is comprised of individuals who understand the day-to-day operations and demands of your organization and recognize the risk associated with your project. Our professionals have decades of experience focusing on all aspects of construction risk management, from reviewing contracts and providing advice before any construction work begins, to working with the City to close out all claims and collateral after the projects are completed. Marsh's Construction Practice serves as a key source of knowledge, innovation, and collaborative problem solving for colleagues and our clients. Marsh's Construction Practice includes:



To provide brokerage and consulting services to the City, Marsh's Construction Practice will draw from experts in every line of coverage, including experts in loss control, mitigation and claims. We will also engage our construction consulting colleagues to take an enterprise-wide approach when evaluating the interaction of all risks inherent in the Insureds' construction projects. Your project team will utilize the resources and experience of our industry specialists to bring current global best practices, benchmarking, and emerging issues to your projects.

While OCIP administration services will be provided locally, additional back-up support will be provided by our Wrap-up Service Center located in Chicago. Marsh's Central Zone Wrap-up Service Center is staffed to accommodate the ebbs and flows of activity during construction, and works largely with contractor personnel who themselves are often stationed at an office location, as opposed to a job trailer on the project site. Team communication is supported by our proprietary web-based administration system, MWrap. Our Wrap-up Service Colleagues are only part of the 1,000 global colleagues Marsh has who are dedicated to construction overall.

#### BENEFIT TO THE CITY

- A network of over 1,000 construction risk professionals globally.
- A team experienced with the complexities of public projects of all sizes.
- Tailored solutions to appropriately address the unique exposures of the City's ROCIP Phase VII projects.

- Experience working and negotiating with all aspects of capital project management including finance, design, construction, and operations, to provide efficient planning and productive negotiations.
- > Strong market relationships to drive optimal results for the City and all project stakeholders.

### Marsh's Central Zone Wrap-up Service Team

The City 's ROCIP VII will be managed by **Cindy Gibbens** in our Austin and San Antonio offices and supported by **Luella Norman** with oversight from our Dallas office and utilizing additional administrative support from our Central Zone Wrap-up Service Center team in Chicago. Marsh has extensive experience in proactively serving the needs of our clients, and has administered a number of large wrap-up programs, including projects with experience similar to your planned projects.

The strength of our Central Zone Wrap-Up Service Center team is supplemented with national and regional resources drawn from across the Marsh network and delivered to City through your service team so you can gain the benefit of our national experience but tailored to your specific projects.

Given Marsh's experience with projects similar to the City's Phase VII construction projects, we are best positioned to advise the City on this important program. Resources dedicated to the City that will derive from this network include:

- ▶ Dedicated Wrap-up Team will serve to support Stan and Cindy on your ROCIP. The team will coordinate and manage all aspects of the associated administration associated with your project, including such tasks as collecting enrollment forms including rate pages from contractors, reviewing contractor insurance certificates for compliance, issuing OCIP certificates of insurance, reviewing and transmitting insurance policies, and providing other administrative functions that do not require an on-site presence. Marsh's Central Zone Wrap-up service team is currently providing their expertise to administer projects throughout the central zone. As depicted in our team chart, the City wrap-up team will draw from expert resources locally and across our national network , including our National project risk expert, Andrew Canning.
- ▶ Local Expertise such local strength cannot be stressed enough. While activities will be supplemented with national and zonal resources where necessary, our local presence represents a key advantage for the City. It is likely that many of the contractors who will be selected to construct the ROCIP VII projects have already worked on OCIP's managed by the local Marsh team. We understand what it takes to run an OCIP locally, including the landscape regarding construction risks in Texas, an in-depth understanding of the contractor market-place, and strong relationships with carriers who will provide terms on this project all of this (and more) will be offered by your service team who provide unparalleled depth and expertise.
- Marketing Your Risk Marsh has an experienced team who has successfully placed several programs for our clients providing the broadest terms and conditions for risks in he Austin area in the past year. Your manager, Stan Bratton has experience with both carrier and broker teams working with public sector ROCIPs in Texas and will work closely with Robert (Bob) Helm who will lead the negotiation of your ROCIP with the carrier marketplace. Stan has served as the broker client executive on the City's Phase V and VI ROCIP's and Bob has many years of experience dedicated to construction market placements. Both bring extensive construction experience including owner and contractor controlled insurance programs (ROCIPS & CCIPS).
- ▶ Claims & Loss Control claims support will be provided locally by Kevin McClelland. Kevin's claims focus will be the mitigation of claims including action over scenarios to control and reduce the projects variable costs. Although the City has not requested loss control services in this RFP, Tod Hollis will provide input on carrier loss control service requirements and manage the initial services to be provided.

# Marsh' Public Entity Expertise

Marsh recognizes that
Public Entity clients may
have special legal,
regulatory and contractual
requirements that can
differ from those typically
encountered when working
with private sector clients.
We have incorporated
standards within our
corporate code of conduct
to address the special
circumstances that our

MARSH WORKS WITH MORE THAN 500 INDIVIDUAL PUBLIC ENTITIES ACROSS THE COUNTRY INCLUDING STATES, CITIES, COUNTIES, SCHOOLS, AIRPORTS, TRANSPORTATION DISTRICTS, AND GOVERNMENTAL RISK POOLS OUR US PUBLIC ENTITY CLIENT BASE INCLUDES: 20% 25% OF STATE GOVERNMENTS. OF THE TOP 30 CITIES. OF THE TOP 30 AIRPORTS. THE COMPOSITION OF MARSH'S GOVERNMENTAL CLIENT BASE IS: 15% **50%** 25% GENERAL PURPOSE GOVERNMENTS. PUBLIC SCHOOLS AND UNIVERSITIES. PUBLIC TRANSPORTATION AND AVIATION AUTHORITIES. 5% 5% PUBLIC HEALTH INSTITUTIONS. SPECIAL DISTRICTS.

Marsh colleagues may encounter when working with government clients. Marsh's National Public Entity Practice leaders work closely with corporate compliance colleagues and legal counsel who specialize in issues related to working with government clients to support the work of our client service teams. We provide specialized training and resources to Marsh colleagues providing service to public entity accounts. As the leader of this practice **Brad Harmes** will be a resource for the City regarding any public entity questions or concerns you may have.

Complete Attachment 6 Commercial Market and Reference Information, indicating insurance carriers that have provided OCIP and/or ROCIP coverages through your firm and account references that the City may contact. Highlight any OCIPs or ROCIPs involving governmental entities

# **ATTACHMENT 6**

ROCIP/OCIP COMMERCIAL MARKET AND REFERENCE INFORMATION

Provide the following information for your firm's current ROCIP/OCIP Markets:

CARRIER	CURRENT PREMIUM VOLUME	MINIMUM OCIP VALUES ACCEPTED
AIG	>\$100 million	\$125 million on a project specific basis
Chubb / ACE	>\$100 million	\$125 million on a project specific basis
ARCH	>\$50 million	\$125 million on a project specific basis
CV Starr	>\$50 million	\$125 million on a project specific basis
The Hartford	>\$100 million	\$125 million on a project specific basis
Liberty	>\$100 million	\$125 million on a project specific basis
Old Republic	>\$50 million	\$125 million on a project specific basis
XL/Catlin	>\$100 million	\$125 million on a project specific basis
Zurich	>\$100 million	\$125 million on a project specific basis

#### List ROCIP/OCIP Account References that your firm has worked with within TEXAS in the last 5 years:

CONTACT NAME	FIRM	PHONE #	START/END DATES	CONSTRUCTION VALUES	LIMITS OF LIABILITY
Bob Albanese, Construction Manager	Austonian	512 827 2730	2007 - 2013	\$200 million	\$75 million
Jared Ginter, Assistant Risk Manager	Parkland Hospital	214 590 0985	2010 - 2016	\$1 billion	\$200 million
Erik Neske, Insurance Risk Management	TransCanada	403 920 8052	2012 - 2016	\$1.1 billion	\$100 million
Rupal Patel, Risk and Insurance Adviser	Shell Oil Company	713 241 0292	1999 – Present	Maintenance - rolling program based on \$617 million of payroll	\$10 million per project
Leslie Milvo, Risk Manager	City of Austin	512 974 3245	2013 - 2018	\$400 million	\$50 million

# List ROCIP/OCIP Account References that your firm has worked with IN THE U.S.A. BUT NOT IN TEXAS within the last 5 years:

CONTACT NAME	FIRM	PHONE #	START/END DATES	CONSTRUCTION VALUES	LIMITS OF LIABILITY
Mike Reiner, Risk Services Manager	City of Portland	503 823 2431	1997 - Ongoing	\$1.453 billion	\$50 million for each of 4 OCIP programs
Tom Traynor, Risk Manager	Milwaukee Metropolitan Sewerage District	414 225 2073	2009 - 2015	\$380 million	\$50 million
Michael Schaefer, Manager, Insurance and Construction Risk, Risk Management	San Diego County Regional Airport Authority	619 400 2849	2016 - 2020	\$250 million	\$100 million
Bob Medina, Senior Risk Manager	Regional Transportation District, Denver, CO RTD FasTracks OCIP	303 299 2715	2007 - Ongoing	\$3.0 billion	\$100 million for each of 5 OCIP programs and \$200 million for the largest program

b. Provide summary resumes for proposed key personnel that will be directly responsible for working on the City's ROCIP program. Specify the exact roles and duties each of these people will provide for the program, their experience providing services of a type and scope similar to Section 0500 Scope of Work, and the number of years of employment with the Proposer.

Your core team has a deep, strong support network of colleagues who have expertise in the construction and public entity industries, pre-loss and post-loss consulting, risk management, and marketing of ROCIP's and associated coverages. Marsh's service model is straightforward and highly effective: empowering a team of specialists with the tools and resources to help organizations like the City to achieve your risk management goals.

Our organization, with geographic and practice leadership sharing management responsibilities, allows us to offer local consulting services with the benefit of national or centralized resources. Because of the way we are structured, teamwork thrives among our offices and allows us to provide the City specialized expertise no matter where it resides.

In fact, our ability to tap our global resources is one of the factors that differentiate us from our competitors. We work with colleagues worldwide on a daily basis, sharing the same mission and values, applying the same professional standards to the work we do, services we deliver, and using the same technology and support systems.

Your client executive, John Egan will ensure that the Marsh service team continues to deliver seamless service and solutions across all disciplines. Our team chart and a table summarizing the team's resumes, roles, responsibilities, and qualifications, follow below.

# The City/Marsh ROCIP Service Team Chart

	CLIENT EXECUTIVE  JOHN EGAN SENIOR VICE PRESIDENT 214:3038125 john,j.egan@marsh.com	CLIENT MANAGER  STAN BRATTON SENIOR VICE PRESIDENT 214 303 8247 stanley.bratton@marsh.com	PROJECT MANAGER  CINDY GIBBENS VICE PRESIDENT 210691 4290 cindy.gibbens@marsh.com	
PROGRAM ADMINISTRATOR	CLAIMS	SAFETY	CASUALTY PLACEMENT	PROJECT RESOURCES
LUELLA NORMAN 210 691 4120 luella, norman@marsh.com VIRGINIA MARTIN ASSISTANT VICE PRESIDENT 248 945 5666 virginia.l.martin@marsh.com	KEVIN MCCLELLAND VICEPRESIDENT 214 303 8330 kevin.mcclelland@marsh.com	TOD HOLLIS VICE PRESIDENT 214 303 8632 tod.hollis@marsh.com	ROBERT HELM SENIOR VICE PRESIDENT 213 346 5661 robert.helm@marsh.com	ANDREW CANNING SENIOR VICE PRESIDENT National Project Risk Practice 212 345 9902 andrew.canning@marsh.com BRAD HARMES MANAGING DIRECTOR Public Entity Practice 713 276 8675 bradey.k.harmes@marsh.com

TEAM MEMBER AND ROLE	RESPONSIBILITIES	RESUME/EXPERIENCE WITH OCIPS/STRENGTHS
CLIENT MANAGEMENT	NEO. ONOIDIENTEO	ALSO MEJERIC EMERGE WITH OCH SJOTHEROTHS
John Egan Client Executive Dallas, TX	<ul> <li>Overall delivery of Marsh services and the City's complete satisfaction with our team performance.</li> <li>Provide strategic leadership to the client team based on the City of Austin team's goals, objectives, and service priorities.</li> <li>Provide the City team with access to the broad array of Marsh and Marsh &amp; McLennan Companies' services and solutions.</li> </ul>	<ul> <li>29 years in the insurance industry.</li> <li>26 years at Marsh.</li> <li>Experience with University of Texas System and Dallas ISD ROCIPs.</li> <li>BS in engineering, Illinois Institute of Technology.</li> <li>MS in management, University of Texas at Dallas.</li> <li>Chartered Property and Casualty Underwriter (CPCU).</li> <li>Associate in Risk Management (ARM.</li> <li>Member, American Society of Safety Engineers (ASSE).</li> <li>Member, Construction Financial Managers Association (CFMA).</li> </ul>
Stan Bratton Client Manager Dallas, TX	Assist with implementation strategy, attend stewardship meetings, and be available immediately on-site when needed.	<ul> <li>Association (CFMA).</li> <li>34 years industry experience.</li> <li>24 years of construction expertise.</li> <li>Experience with both carrier and broker teams working with public sector ROCIPs in Texas.</li> <li>Served as broker client executive on the City of Austin Phase V.</li> <li>BBA in finance, The University of Texas at Austin.</li> <li>Charter Property and Casualty Underwriter (CPCU).</li> <li>Certified Risk Manager (CRM).</li> <li>Certified Insurance Counselor (CIC).</li> <li>Associate in Risk Management (ARM)</li> <li>Construction Financial Managers         <ul> <li>Associated General Contractors (AGC) —</li> <li>Insurance and Risk Management</li> <li>Committee.</li> </ul> </li> </ul>
CONSTRUCTION RISK MANA	GEMENT/SERVICES – OCIP ADMINISTRATION	
Cindy Gibbens Project Manager San Antonio, TX	<ul> <li>Facilitates and leads quality and timely service delivery, profitability management, and revenue growth.</li> <li>Responsible for relationship management, professional and staff development, and Marsh and City of Austin team meetings.</li> <li>Responsible for client service and placement, client development, and product development.</li> </ul>	<ul> <li>30 years in the industry.</li> <li>18 years with Marsh, 15 dedicated to CIP programs.</li> <li>Successfully managed over 15 CIP's, varying in size, scope and location, including the ABIA original build, ROCIP VI, public light/commuter rail, private home builder, public water system, private oil and gas, grocery store chain, public school districts and a professional sport stadium.</li> </ul>

TEAM MEMBER AND ROLE	RESPONSIBILITIES	RESUME/EXPERIENCE WITH OCIPS/STRENGTHS
Luella Norman Program Administrator San Antonio, TX	<ul> <li>Back-up for Cindy Gibbens, responsible for managing and maintaining the City's ROCIP including the daily administration of the program as a liaison between the owner and the contractors to ensure compliance with state and carrier guidelines.</li> <li>Responsibilities include inputting and monitoring payroll and enrollments, generating certificates of insurance and maintaining enrollment logs.</li> <li>Assists with producing management reports, contractor compliance, and processing of policies.</li> </ul>	<ul> <li>2 years with Marsh.</li> <li>5 years in insurance industry.</li> </ul>
Virginia Martin Program Administrator Southfield, MI	<ul> <li>Responsible for managing and maintaining the City's ROCIP including the daily administration of the program as a liaison between the owner and the contractors to ensure compliance with state and carrier guidelines.</li> <li>Responsibilities include attending pre-bid contractor meetings to explain the requirements of the ROCIP.</li> <li>Produces and presents management reports, contractor compliance, program reviews, procedures development and implementation, and client contact.</li> </ul>	<ul><li>30 years in insurance industry.</li><li>Macomb Community College.</li></ul>
CONSTRUCTION BROKERAG		
Robert Helm CIP & Excess Liability Placement Specialist Los Angeles, CA	<ul> <li>Leads the placement efforts for the primary ROCIP.</li> <li>Leads the placement efforts for the excess casualty part of the ROCIP.</li> <li>Provides assessment of carrier appetite for program.</li> <li>Provides financial comparison of pricing, terms and conditions, and provides placement recommendations.</li> <li>Access point for global markets including London/Dublin/Zurich/Bermuda through the Bowring Marsh team.</li> </ul>	<ul> <li>21 years with Marsh.</li> <li>28 years in insurance industry.</li> <li>Extensive experience with all types of casualty project specific placements including owner, developer and contractor controlled insurance programs.</li> <li>BS in Business Administration, University of Southern California.</li> <li>Associate in Reinsurance (ARe).</li> </ul>

#### **TEAM MEMBER AND ROLE RESPONSIBILITIES** RESUME/EXPERIENCE WITH OCIPS/STRENGTHS CONSTRUCTION RISK MANAGEMENT/SERVICES - CLAIM ADVOCATES **Kevin McClelland** Serve as overall claims advocate for 18 years in the insurance industry. claims, ensuring communication with Senior Claim Advocate 2 years with Marsh. carriers where applicable, and providing Chicago, IL Extensive experience with Texas wrap-ups claims review oversight. including the City of Austin & Parkland Work with the carriers on preparation Hospital. and presentation of claims reviews. BA in government, University of Texas at Interaction with the City's risk Austin. management and carriers on regular BA in anthropology, University of Texas at basis as claims issues develop. Austin. Coordinate claim management services Senior Claim Law Associate (SCLA) - Gold on behalf of the City. Oversee the reporting of claims, claim Attended numerous legal and insurance negotiations, and ultimate settlement. seminars. Facilitate regular claim review meetings Claims Fellow with the Claims and Litigation with the City and the carriers. Management Alliance (CLM). Negotiate for timely closure of claims. Share emerging trends relating to claims or case law that could affect the project. CONSTRUCTION RISK MANAGEMENT/SERVICES - LOSS CONTROL **Tod Hollis** Provides risk control services involved 27 years in the industry. with owner controlled insurance Loss Control Oversight with 11 years with Marsh. Carrier Engineering Safety programs. Kennedy Western University. Assist in developing proactive controls to • **Consultants** American Society of Safety Engineers (ASSE) address safety. professional member. Provide coordination of carrier loss Texas Field Safety Representative. control service. Texas Professional Safety Source. **PROJECT RESOURCES Andrew Canning** Assists in pro-forma/financial modeling. Recent hire with Marsh. National Project Risk Facilitates the program design, 20+ years in construction within the placement, and implementation of **Practice** insurance industry. ROCIPs and other project-specific New York, NY Provides advisory on cutting edge solutions solutions. to enhance contractor and project owner Responsible for ensuring the delivery of exposures. account management and the account Designed, managed and serviced wrap-up administration services including programs for both owners and contractors renewal solicitation, invoicing, policy including large national rolling programs, review, and delivery. combining casualty and property coverage Interact with markets on ongoing with client focused wrap-up administration, program issues, claims, audits, extension, proactive loss control, and claims advocacy and closeouts. to produce superior results. Designed and implemented the largest controlled insurance program in the Nation (including the introduction and participation of a captive), and management of an owner controlled program for the redevelopment of lower Manhattan

BA in English & European Literature, University of Essex, Colchester, UK.

TEAM MEMBER AND ROLE	RESPONSIBILITIES	RESUME/EXPERIENCE WITH OCIPS/STRENGTHS
Brad Harmes Public Entity Practice New York, NY	<ul> <li>Risk Pooling Practice Leader in Marsh's National Public Entity Practice.</li> <li>Develop alternative risk solutions for public entity Clients.</li> <li>Monitor governmental regulatory, legislative and compliance issues.</li> <li>Regulatory, compliance, and reporting.</li> </ul>	<ul> <li>29 years with Marsh.</li> <li>38 years in insurance industry.</li> <li>40 years working with state governmental organizations.</li> <li>BS, University of Evansville.</li> <li>MPA, Virginia Commonwealth University.</li> <li>Henderson Fellow at the Federal Executive Institute.</li> <li>Chartered Property Casualty Underwriter (CPCU).</li> </ul>
		<ul> <li>Associate in Risk Management - Public Entity (ARM-P).</li> </ul>

## SCOPE OF WORK

c. Describe any difficulties anticipated in performing its duties under Section 0500 Scope of Work and how your firm plans to manage these difficulties.

Marsh will provide full compliance with the Scope of Work required within the RFP with no foreseen difficulties. Please see Appendix B for the full Scope of Work.

However, prior to the implementation of this program Marsh would welcome the opportunity to sit down with all interested parties of the City and discuss existing processes and procedures that are utilized on ROCIP VI.

Communication is key to ensuring the success of any wrap-up program and we want to ensure that we consider all positives and challenges to existing processes and adapt accordingly.

d. Discuss the current trend across Texas and the United States regarding "wrap ups" and/or "Owner Controlled Insurance Programs". Identify the current Construction Value threshold required to establish a viable rolling program that saves the owner money and is considered worthwhile to insurance carriers.

Across the US, wrap-ups are the "norm" when looking at larger construction projects. Increasingly, owners and general contractors (GC) / construction managers (CM) are aware of the potential pitfalls of relying on their contractor population to each provide their own insurance coverage for a project; given the potential for coverage gaps or reduced limits owners and GC / CM's are sponsoring well-structured wrap-ups to provide the necessary insurance protection for all parties to the project. Note that wrap-ups are offered as:

- 1. Owner Controlled Insurance Program (OCIP) a program procured by the project owner and intended to provide insurance cover to all eligible parties providing labor at the project site. Each enrolled party is provided their own workers' compensation policy, and general / excess liability limits are purchased and shared across the project by all parties. This form of program allows a project owner to retain control of the risk management strategy for the duration of his project(s). There are downsides to the OCIP approach, though, such as the need to post collateral for losses and claims management of the program post-completion. If an owner has numerous projects in various locations they can create a rolling OCIP (ROCIP) and potentially create economies of scale because of the spread of risk.
- 2. Contractor Controlled Insurance Program (CCIP) similar structure to the OCIP but purchased by the GC or CM, who can use this approach to enhance their profitability if they run a safe project; few losses means they keep monies paid by a project owner as the insurance is sold on the basis of maximum losses or, at a minimum, a favorable loss projection. Again, there are pluses and minuses to this approach such as the fact that an Owner has no responsibility pertaining to the Wrap-Up once the project is completed (e.g. claims management, collateral etc.). Contractors frequently create a Rolling CCIP (RCCIP) and can again create economy of scale given the potential spread of risks.
- 3. Contractor / Owner Controlled Insurance Program (COCIP) this is a <u>strategy</u> rather than a program and normally infers a more "open book" approach to an OCIP or CCIP with the owner and contractor agreeing who will take responsibility for certain areas of a program (e.g. who will be responsible for buying the program, providing the program collateral or handling the claims to completion). This approach has gained traction in the last few years but is more often suitable for large standalone projects where there is one GC/CM involved

rather than multiple GC/CM relationships. By achieving this level of cooperation owner and GC also agree to share the potential upsides of such a program.

4. General Liability (GL) Wrap-ups — the market for GL wrap-ups has grown substantially in recent years. Uncertainty regarding subcontractor insurance programs and states' passage of anti-indemnification statutes has limited the ability of one party to indemnify and provide additional insured status to another. In response to demand for this product on commercial, industrial, and civil projects, surplus lines insurers such as AWAC, Berkshire Hathaway, and Lexington can offer excellent coverage, terms, and conditions. Recent months have seen a marked growth in insurers offering a GL wrap-up on an admitted basis for well-run projects with an experienced contractor. However, given the fact that Texas case law supports workers' compensation as the exclusive remedy for all injuries under a ROCIP running such a GL only program would open the City to action over exposure, and we would not recommend this standalone approach for your program.

In general, the insurance market has remained soft over the past few years with rate reduction on both workers' compensation and general liability typical for most contractors. In this same time span many controlled insurance programs (CIP's) have moved to a "bid net" of insurance cost basis and focused on safety and claims cost management to reduce total cost, rather than specifically relying on insurance deductions from contractors to fund programs; in such an instance, contractors bid net of insurance with the competition driving out the associated costs as contractors want to ensure lowest cost bids to secure the business.

Additionally, the CIP market place has also seen similar reductions in fixed cost rates and growing competitive among excess carriers resulting in insurance cost reduction for most CIP's. As a result smaller rolling programs, both contractor controlled and owner controlled, have seen success. The State of Texas implemented legislation in January of this year requiring full disclosure within contract documents and notifications to all prospective contractor/subcontractor participants that the project will or may be covered under a rolling OCIP. We worked closely with our Texas based ROCIP sponsors and to date, have not had any issues or push back with the implementation or management of the ROCIP's we are responsible for.

Regarding the current Construction Value threshold, these programs would have minimum and construction hard cost of \$80 million per year and total program values of \$400 million over a five year period to be viable.

e. Refer to Section 0500 Scope of Work Paragraph 6.3.9. Explain the rates your firm proposes to use and how these rates will be established if the specific rates from a contractor's policy cannot be secured. Make your case for why these rates are realistic for the types of contractors and projects the City anticipates and the current market conditions.

Contractors will be required to submit their workers' compensation and general / excess liability declarations and rates pages for enrollment in the ROCIP. In the event that the contractor programs are loss sensitive in nature, we will also request several years of losses to calculate rate to account for deductible losses; fixed cost rates do not represent the total cost of risk normally included by contractors. These rates will be entered into our MWrap system and applied to the contractor's estimated ROCIP payrolls on their enrollment forms to calculate their traditional insurance costs. If the contractors do not have coverage or fail to provide the correct information rates will be assigned based on the standard NCCI workers' compensation rates for Texas for the class applicable to their scope of work for workers 'compensation and 1% of contract value for general liability. These rates will generally be more expensive than a contractors traditional insurance costs as no discounts or allowances will be applied.

However, to ensure this approach is successful, language should be included in the contract to enforce this approach.

In addition the general contractors monthly pay request to the City must be accompanied by administrator verification that all subcontractor payrolls and required documents have been submitted in accordance with program rules.

f. Describe the philosophy and approach to the claims management services provided by your firm for the ROCIP. Include in your response proposed method(s) for ensuring that each claim is recorded to the ROCIP program and that each claim is recorded under the appropriate contractor and the appropriate project.

# **Understanding Construction Claim Issues**

Marsh has created the National Construction Claim Practice (NCCP) to support our construction clients. The NCCP consists of 24 senior claim advisors strategically located throughout the US averaging in excess of 25 years' experience. They provide advocacy services for construction clients and project work, including owner/contractor controlled insurance programs. When necessary, the NCCP can offer access to a team of expert loss consultants, including professional engineers and accountants, plus construction management and insurance professionals, with detailed knowledge of insurance claim processes.

## Claim Advocacy

Marsh offers support and advocacy in managing carrier services and claims administration, case management consulting on individual claims, and participating in claims reviews. The services provide by Marsh's claim advocates include, but are not limited to:

- Customizing special claim-handling instructions.
- Coverage analysis and intervention.
- Oversight of high exposure claims.
- Assistance with settlement strategy on major claims.
- Reporting property, excess/umbrella, and other complex claims.
- Facilitation of and participation in periodic claim reviews including a review of project loss runs.

We will work with the City to establish a plan for the reporting of new claims. Marsh has a formal process and proprietary tool for reporting all claims that come into Marsh for our clients. Our dedicated Marsh Claim and Analysis Team (mCAR) use our ClearSight based system, mClaim, to report and log in all claims. This process ensures your claims are reported and received by your carriers protecting all the projects covered under the City's ROCIP.

## Claim Management

Marsh's experience when comparing the claims services of wrap-up carriers is that the variable cost outcomes based on claims handling/managed care benefits can differ up to a 20%. For the City these variable costs need to

be managed to the best outcomes possible. Quality claims management and the control of associated costs will play an integral role in the overall success of the City's CIP. Our role will be to act as a Claims Advocate on behalf of the City and the adjusters retained to investigate and administer claims. Our responsibilities will include ensuring competent, effective carrier services and/or third-party claims management services.

Additionally, we would suggest a discussion with the City regarding third party action over claims which can impact your program. Texas case law supports workers' compensation as the exclusive remedy for all injuries under a ROCIP, but this assumes all parties named are enrolled for both workers' compensation and general liability. Ability to ensure enrollment for both lines of cover is important and Marsh administrators are trained to focus on this issue.

While primary claim-handling services may be provided by the carrier, or a third-party administrator, Marsh will provide the following proactive management functions:

#### PRE-CONSTRUCTION

# Develop Claims Management service requirements, which may include:

- Design of Incentive-Based Claims Management Contract.
- Prompt investigation of all claims.
- Aggressive claims settlements.
- Emergency response procedures, including 24-hour contact.
- "800" reporting system to facilitate claim filing.
- Coordination with Managed Care providers to control medical and lost time aspects of losses.
- Provide claims/loss data by each project.
- Establish claim reporting and administrative procedures in concert with the construction manager and Carrier to clearly define roles.
- Prepare the claim reporting package (part of the OCIP Procedures Manual), which will detail claims reporting procedures.
- Conduct meetings on-site to educate contractors on claims handling instructions.

#### **DURING CONSTRUCTION**

- Work with the City and its construction team to identify appropriate transitional duties to return injured workers to productive service.
- Present claims to carriers of first dollar and excess insurance on general liability claims.
- Maintain and review monthly carrier loss runs and large claim reports with the City.
- Provide consultation on all claims, including review of proposed settlements and initiation of pre-settlement discussions.
- Continually monitor and evaluate quality of carrier's claims handling and staff.
- Identify and "red flag" potential problem claims.
- Monitor the carrier in the investigation of major claims and establish the important initial control in the crucial early stages of serious losses.
- Schedule and conduct periodic claim reviews. All outstanding claims in excess of an agreed level will be reviewed to ensure that the carrier is following all claim procedures, promptly investigating claims, and placing accurate reserves on claim files.
- Review OCIP coverage as it pertains to disputed claims and negotiate with the insured to achieve satisfactory resolution.
- Act as a liaison between the City and its carrier on all claim matters.

#### POST-CONSTRUCTION

- Monitor and follow-up all claims until closure while the service agreement is in effect.
- Negotiate claims reserve for review of collateral with carrier while the service agreement is in effect.

g. If your firm is selected to provide the services described in this RFP, you will be expected to negotiate specific Performance Guarantees with the City. After review of Section 0645: Performance Guarantees of this RFP, provide comments concerning the City's proposed Performance Guarantees. If you have alternate measures your firm would like to propose, describe those alternative performance measures that are representative of successful results for work performed and for which your firm is willing to negotiate and be held accountable.

Marsh generally agrees with the performance measures included in the table below. However, we would like to have a more detailed discussion of the parameters of the proposed liquidated damages.

# SECTION 0645: PERFORMANCE GUARANTEES

	PERFORMANCE MEASURE	ACCEPTABLE PERFORMANCE	LIQUIDATED DAMAGE	AGREE YES/NO
1	Written Analysis and Evaluation of Insurance Carrier(s) Quotation(s) Received and Evaluated Timely.	Written analysis and evaluation of all insurance carrier(s) quote(s) received by Administrator are due within one week after receipt of all quotes from carriers.	25% of First Year Annual Fee City will have significant cost impact if the foundation project for the program is not included due to untimely receipt of Administrator analysis and evaluation of quotes.	Yes.
2	Review City Construction Contract documents to conform with Program Specifics.	Review of City construction contract documents to ensure limits, coverages forms, endorsements and manuals are correctly identified within ten business days of receipt for review.	10% of First Year Annual Fee City will have significant cost impact and liability should construction contract documents not reflect correct program specifics.	Yes.
3	Administrator attendance at Pre-Con Meetings.	Administrator shall be present at 100% of Pre- Con meetings. This measure will be tracked throughout the year and damages calculated annually at the anniversary date of the ROCIP program's effective date.	\$1,000 per missed meeting City will have cost impact if Administrator is not at meetings to explain and describe the program and its operation.	Yes.
4	Monthly and Net Cost Savings Reports provided at least two business days prior to Program Status Meetings.	100% of Monthly and Net Cost Savings Reports are electronically submitted to the City at least two business days prior to Program Status Meetings. This measure will be tracked throughout the year and damages calculated annually at the anniversary date of the ROCIP program's effective date.	\$1,000 per incident City will have cost impact if Administrator does not provide timely reports.	Yes.
5	Verify and Confirm Accuracy of all Insurance Carrier and Administrator invoices within three (3) days business days of receipt.	100% of insurance carrier and Administrator invoices are verified and confirmed accurate in writing to the City within three business days of receipt. This measure will be tracked throughout the year and damages calculated annually at the anniversary date of the ROCIP program's effective date.	\$500 per incident City will have cost impact if Administrator does not verify and confirm insurance carrier and Administrator invoices timely.	Yes.

	PERFORMANCE MEASURE	ACCEPTABLE PERFORMANCE	LIQUIDATED DAMAGE	AGREE YES/NO
6	Provide Insurance Carrier's Claim Summary Information Packets at least two business days prior to Quarterly Claim Review Meetings.	100% of insurance carrier's Claim Summary Information Packets received by the City at least two business days prior to Quarterly Claim Review Meetings. This measure will be tracked throughout the year and damages calculated annually at the anniversary date of the ROCIP program's effective date.	\$500 per incident City will have cost impact if Administrator does not provide timely Claim Summary Information Packets.	Yes.
7	Document annual "True Up" of all program invoices and payments.	100% of Insurance carrier and Administrator's invoices and City payments are reconciled annually within one month of the anniversary date of the ROCIP program's effective date.	\$5,000 per incident City will have cost impact if Administrator does not facilitate and document "true up" of all program invoices and payments annually.	Yes.

As an alternative, a performance scorecard could be developed in conjunction with the City to measure the areas of most importance to you. For OCIP programs, the performance metrics generally included are the placement of insurance and key standards in the administration of the OCIP similar to what you have provided in the table below. One possible approach is to use the Scope of Work from the RFP and develop a comprehensive list of performance criteria. Major categories are indicated below:

- 1. Design, marketing and implementation of insurance program.
- 2. Program services provided by the administrator.
- 3. Claims management.
- 4. Reports and records.

Specific action items and time frames would be assigned following discussion with the City, ensuring that the results were achievable, appropriate and timely. Performance against these criteria as deemed critical to the City should be reviewed throughout the program to assure continuous compliance and 100% client satisfaction. A formal self-assessment would be completed each year.

h. Outline in detail all proposed contract provisions that your firm has exceptions to. Provide a rationale for the objected provisions and to what extent these can be negotiated. Note if these items have successfully been negotiated with the City in past contracts.

Please see Appendix I Contract Exceptions for a list of items we typically ask to negotiate during a contracting process. We respectfully ask the City to enter in a contract negotiation process with Marsh so that we can reach mutually agreeable terms and conditions. We currently have an acceptable contract with the City for Phase VI ROCIP and we anticipate no problems in executing a similar contract for ROCIP Phase VII.

#### **SECTION FOUR**

# ROCIP/OCIP CONCEPTUAL STRATEGY FOR PREMIUM AND COVERAGE PROVISIONS

a. Complete Attachment 7 Pro-Formas #1 and #2 using the parameters provided in the Pro-Formas and the following Deductibles and Policy Limits without approaching the marketplace: Provide variable costs at different loss picks for your pro-forma models required above.

Please see below for the completed pro-formas #1 and #2 from the original Attachment 7.

## PRO-FORMA #1

COMPLETE THE FOLLOWING PRO-FORMA

THE DATA PROVIDED SHALL BE REFLECTED IN YOUR PRO-FORMA. YOU ARE REQUIRED TO COMPLETE EVERY ITEM ON THIS WORKSHEET

#### **ASSUMPTIONS:**

Estimated Construction Value: \$325 Million
Estimated Project Payroll: \$55,250,000

Estimated Payroll to CV%: 17%
Estimated Construction Term: 5 years

WC & GL deductible: \$250,000 per occurrence
Clash deductible: \$375,000 per occurrence

#### CONTRACTORS TRADITIONAL INSURANCE COST (EXPECTED CONTRACTOR AVOIDED COSTS)

Subcontractor WC and GL Insurance cost per \$1,000 of CV: \$12.81

Subcontractor WC and GL Insurance cost per \$100 of payroll: \$7.53

General Contractor WC and GL and XS Insurance cost per \$1,000 of CV: \$3.97

General Contractor WC and GL and XS Insurance cost per \$100 of payroll: \$2.33

Assumption: GC payroll is 10% and Subcontractor 90%

Total Traditional Avoided Insurance Cost: \$4,635,221 (\$8.39/100 WCP including mark-up)

Refer to c. below for a general description of Contractors Traditional Insurance Cost.

The Contractor's Insurance Cost Estimate in Appendix C does not include a mark-up for overhead and profit as allowed by the City so we have added the Financial Pro-forma format to provide the view. The Projection of Total Savings/Loss page does include a corresponding insurance cost applied to various loss levels.

OCIP COSTS	Rate per \$100 payroll	Rate per \$1,000 CV	Est. Flat Rate or Cost
Workers' Compensation (Statutory) + \$1 Mil EL Limits:	\$1.60	\$2.72	\$884,000
GL (\$2/4/4mm):	\$1.53	\$2.601	\$845,325
Umbrella/XS @ \$50 Million Limit:			\$610,000
What is the expected Loss Pick?:			\$1,657,500
Expected Loss Conversion Factor:			1.08
Loss Aggregate X Loss Conversion Factor:			\$2,506,140
Minimum ROCIP Cost excluding Admin Fees:			\$2,339,325
Maximum ROCIP Cost excluding Admin fees:			\$4,845,465
Extension Period for Products/CoOps:			10 Years

Please see Appendix C for Marsh's specific pro-forma to this worksheet with all notes and other factors the City should consider.

## PRO-FORMA #2

COMPLETE THE FOLLOWING PRO-FORMA #2:

THE DATA PROVIDED SHALL BE REFLECTED IN YOUR PRO-FORMA. YOU ARE REQUIRED TO COMPLETE EVERY ITEM ON THIS WORKSHEET

#### **ASSUMPTIONS:**

Estimated Construction Value: \$400 Million
Estimated Project Payroll: \$68,000,000

Estimated Payroll to CV%: 17%
Estimated Construction Term: 5 years

WC & GL deductible: \$250,000 per occurrence
Clash deductible: \$375,000 per occurrence

#### CONTRACTORS TRADITIONAL INSURANCE COST (EXPECTED CONTRACTOR AVOIDED COSTS)

Subcontractor WC and GL Insurance cost per \$1,000 of CV: \$12.81

Subcontractor WC and GL Insurance cost per \$100 of payroll: \$7.53

General Contractor WC and GL and XS Insurance cost per \$1,000 of CV: \$3.97

General Contractor WC and GL and XS Insurance cost per \$100 of payroll: \$2.33

Assumption: GC payroll is 10% and Subcontractor 90%

Total Traditional Avoided Insurance Cost: \$5,704,887 (\$8.39/100 WCP

including mark-up)

Refer to c. below for a general description of Contractors Traditional Insurance Cost.

The Contractor's Insurance Cost Estimate in Appendix C does not include a mark-up for overhead and profit as allowed by the City so we have added the Financial Pro-forma format to provide the view. The Projection of Total Savings/Loss page does include a corresponding insurance cost applied to various loss levels.

OCIP COSTS	Rate per \$100 payroll	Rate per \$1,000 CV	Est. Flat Rate or Cost
Workers' Compensation (Statutory) + \$1 Mil EL Limits:	\$1.28	\$2.176	\$870,400
GL (\$2/4/4mm):	\$1.25	\$2.125	\$850,000
Umbrella/XS @ \$50 Million Limit:			\$690,000
What is the expected Loss Pick?:			\$1,870,000
Expected Loss Conversion Factor:			1.08
Loss Aggregate X Loss Conversion Factor:			\$2,974,320
Minimum ROCIP Cost excluding Admin Fees:			\$2,410,400
Maximum ROCIP Cost excluding Admin fees:			\$5,384,720
Extension Period for Products/CoOps:			10 Years

Please see Appendix C for Marsh's specific pro-forma to this Worksheet with all Notes and other factors the City should consider.

b. Provide variable costs at different loss picks for your pro-forma models required above.

We refer you to the Marsh specific pro-forma in Appendix C. The table includes displays of the variable costs at different loss picks as requested.

c. Identify the Contractors Traditional Insurance Cost used in your pro-forma model(s) and explain in detail how your firm arrived at this rate for the Contractors Traditional Cost.

We allocate payrolls by NCCI class code based on the schedule of projects in the RFP and apply Texas workers' compensation rates with adjustments for an average experience modifier, schedule credits and Health Care Network credits where applicable. In addition, our wrap-up pricing model captures average rates from our proprietary MWrap data relating to other recent projects we have undertaken in Texas, allowing us to calculate average general contractor rates per \$1,000 of contract value and subcontractor rates per \$100 of payroll for both workers' compensation and general liability. We add the lead umbrella and excess rates where applicable. Once the average workers' compensation and general liability payroll are calculated we apply a 15% mark up for general and administrative expense, profit and overhead and apply that rate to ROCIP payrolls. The rate per \$1,000 of construction value is then calculated by dividing that premium by the ROCIP construction value.

d. If desired, provide the City with another Pro-Forma using premiums, limits, deductibles and payroll values that your firm believes is more appropriate based on the information provided within this Request for Proposal. Complete your separate pro-forma in Attachment 7 under Sheet 3 of the workbook.

Having reviewed all information provided by the City and based on our market experiences it is our belief that the pro-formas provided in Attachment 7 offer the best ROCIP structure. This is based on our consideration of higher deductible levels and differing excess limits; however, the overall financial impact of such approaches would offer minimal financial incentives to the City.

e. The City has provided a formula for the Net Cost Savings calculation. Specify alternative ways of calculating savings under this type of program and ways other clients have used to determine savings.

It is important that when looking at potential ROCIP cost savings only those elements that are specific to the program are included. The calculation provided by the City appears to capture all these including internal administrative expenses. However, based on similar conversations with many of our clients, where these calculations can fall short is in relation to how they capture "unquantifiable" savings such as avoided legal costs or simple peace of mind that the City is not dependent on contractor coverages whose worth is measured only when a claim occurs! That is not to say that a reasonable economic parity between the ROCIP and traditional approach should not be expected, but the current soft marketplace can disguise the coverage restrictions that can be

present on contractor policies and lead clients to focus solely on financial performance instead of other crucial elements such as broad coverage.

Specific to the City's current Net Cost Savings report, it should be noted that contractors will use various rating basis and premium calculations for GL. In order to capture a more consistent contractor avoided cost number that is less administratively burdensome, the City could use a percentage of construction volume (CV) or workers compensation payroll (WCP) to determine this number. In addition, depending on contract requirements it may be reasonable to add an allowance for excess premiums to better capture 100% of the contractors insurance cost as relates to the coverage provided to the contractors in the ROCIP.

We have a standard Controlled Insurance Program Financial Report which includes common elements regarding this calculation. This report can be **tailored** to meet specific requirements of the City. The primary factors included in the report and calculations are as follows:

#### **OCIP Elements**

#### **Project Parameters**

- A. Contract Value
- B. Project Payroll
- C. Contractors Bid Deductions
- D. Bid Deduction Rate per \$100 Payroll

#### **OCIP Fixed Costs**

- E. Primary Workers' Compensation and General Liability
- F. Other Expenses (Fees, Excess)
- G. Total Fixed Costs

#### **OCIP Claims Cost**

- H. Total Claims w/in Deductible Claims per \$100 Payroll
- I. Carrier Claims Handling Charge
- J. Total Claims Cost

#### **OCIP Cost Savings Maximum Loss**

- K. OCIP Loss Maximum (including LFC)
- L. Total OCIP Loss At Loss Maximum
- M. Program Savings at Loss Maximum
- N. OCIP Savings Rate per \$100 Payroll

As stated, this report and calculation is customizable and could accommodate internal costs calculated by the City including internal administration costs.

f. Specify the minimum premium charges and other demobilization costs the City would be responsible for if the program was to be canceled midterm or ultimately did not meet construction values anticipated. Provide a specific example of costs that would be incurred and how they would be calculated.

Minimum program cost will consist of minimum policy premiums for the workers' compensation, general liability and excess policies plus retained losses and loss adjustment expense subject to a minimum loss aggregate and any applicable tax, fees or surcharges based on the carriers payment agreement and broker administrative costs. Policy minimum premiums typically range from 60-80% on the primary workers' compensation and general liability and 25-100% on the excess policies depending on whether the carrier is admitted and subject to a minimum 12 months elapsing before any cancellation of the program. The lowest possible minimum premiums for all policies will be negotiated upon placement.

In the event of cancellation the minimum program cost outlined above along with any agreed minimum broker administrative fee will apply.

Both the occurrence loss limit or deductible and the aggregate deductible will be negotiated at the lowest possible cost effective level. Marsh will utilize both the City's historical loss experience and our extension analytical data to negotiate the lowest possible carrier loss picks to minimize the minimum aggregate deductible.

Our broker administrative fee will include minimums based on a combination of construction value and term of the program in order to provide the maximum level of flexibility in the event of an early program cancellation.

#### Calculation

_	Policy Premiums (primary and excess) X Minimum Premium Factor =	Minimum Policy Premium.
-	Ultimate Limited Paid Losses + Unallocated Loss Adjustment Expense =	Minimum Loss Payment capped by the Program Aggregate Deductible.

The 100% broker fee will be allocated annually as per our fee proposal detailed on page 33. Minimum fees will be fully earned for the year in which cancellation occurs. Also, the annual minimum may be super-ceded by a fee based on rate times construction value bound into your ROCIP plus a negotiated close out fee for early cancellation.

Additionally, Marsh could negotiate a claims "buy-out" provision within the program so that in the event of early termination (or simply at the end of the term of the program) the City could settle the outstanding claims and effectively close the program. However, this option could be cost-prohibitive as open claims — especially if they have only been recently reported — would have higher development factors and, therefore, ultimate settlement would probably be more expensive than letting the claim cycle complete organically.

Another consideration is that if the City failed to meet the anticipated construction values during the incepted term of the program, Marsh would leverage the City's history of successful program completion in order to negotiate the lowest possible minimum premiums at the commencement of the program.

In addition we would request a program term extension option which could be secured when the program is bound to lock in additional time to create flexibility for the City to enroll additional projects or to provide a cushion in the event of schedule delays.

g. Currently the City has a 10 year completed operations aggregate. Specify the current market conditions for this extension.

Current market conditions continue to allow for a 10 year completed operations extension as a standard requirement for your program, and is our recommendation for your program.

h. The City expects the General Liability property damage to owner's property exclusion to be amended so that coverage will be provided for City owned utility and other underground property damaged by a contractor. Specify any problems you anticipate associated with the negotiation of this provision. Specify the markets does you believe will be favorable to amending the property exclusion wording.

All carriers who provide CIP coverage generally recognize that they must provide general liability property damage coverage for City owned property which is not the subject of a construction contract within the ROCIP. However, the language that assures this coverage is properly in place must be negotiated with each carrier based on their policy forms and endorsements. Marsh will include coverage specifications which state that property damage to City owned property that is not enrolled in the ROCIP is covered on a third party basis subject to policy terms and conditions.

As relates to work enrolled in the ROCIP, the general liability pricing normally contemplates that builders risk and perhaps permanent property coverage would apply and that waivers of subrogation are in place to assure an first party coverage response from associated policies rather than a third party response by the ROCIP. If alternative structures are desired this will need to be included in the coverage specifications and negotiated with the carrier quotations.

We would negotiate this matter with all markets we would discuss this risk with, and feel that several markets specifically would be open to this negotiation including Liberty, The Hartford, XL Catlin and Zurich.

i. Specify the feasibility of and reasoning behind including or excluding each of the following coverage extensions under ROCIP VII: a) coverage for EFIS; b) warranty call back coverage; c) products coverage for off-site manufacturing or fabrication.

Carriers have continued to evolve policy terms and conditions to accommodate the exposure risks experienced by project owners over the years, risks that have developed due to changes in construction means and methods as a result of restrictions on contractors own policies or in reaction to claims experience. As regards the specific coverage extensions requested by the City please find our responses below:

- A. Note that the EIFS exclusions that started popping up on policies ten or more years ago have now given way to requirements about EIFS application, such as a quality control measures in place by a qualified contractor. Note that a review and approval of the work will be required by the carrier but as long as the contractor is qualified and has all the correct procedures in place such work will be covered.
- B. The benefit to the City of warranty call back coverage is consistency and certainty of coverage for a job site exposure. Some contractor's general liability policies may not automatically include this coverage and if they do not endorse their policy and you do not provide the coverage under the ROCIP, there could be a gap in

- coverage. The coverage is typically available from most CIP insurance carriers. We recommend you consider a warranty call back period of 12-24 months to provide premises coverage under the ROCIP for contractors to come back on site after contract completion to perform punch list or warranty work. If the work is not complete, coverage should not be terminated.
- C. The primary benefit in including off site manufacturing or fabrication is to control coverage and avoid potential disputes between the installer's policy and the manufacturer's policy. The disadvantage is that you, as the sponsor, do not have control of the off-site location. As a result, off site manufacturing or fabrication as a general rule is not covered by carriers unless the activities are 100% designated to your project (or can clearly be isolated as such). If the fabrication and installation (e.g. steel fabrication and installation) are a part of the same contract, it could be an option to enroll the steel fabricator for general liability only; however, and as based on our earlier comments, this approach is not recommended given the potential action over impact this could create.
- j. Specify the process you plan to utilize in order to effectively track, monitor, and reconcile insurance carrier premiums, loss funds, audits, and adjustment 'paid-in' amounts with your client's financial records of these amounts for multiple years before the program is closed out.

OCIP closeout commences by obtaining the final exposures upon which the program is adjusted. Marsh's use of MWrap, our web-based OCIP management system, ensures the acceleration of this process by producing reports that accurately reflect the exposures required by insurance carriers to make their final adjustments.

Stan Bratton, as your client manager will be responsible for the review and approval of all proposed program adjustments from the ROCIP carrier. His review will ensure that all adjustments are completed based on the agreed upon program parameters and are done on an accurate and timely basis.

In addition, Marsh works with both the underwriters and financial personnel of the insurance carriers to reduce collateral held by them and return it at the earliest possible opportunity. Aggressive claims handling and the closure of claims is key to reducing and returning collateral at the earliest possible time. Further, Marsh will ensure that our contract with the City enables our firm to be compensated appropriately so that we may continue the evaluation of claims and collateral, working with the carrier's adjuster for up to 36 months post-completion of the program.

Looking at this process in a little more detail, as each project within the program completes it would be closed down by the Marsh administration team. This would include ensuring all payroll (exposure) information of enrolled contractors had been received, add alternate credits would be evaluated and a "true up" would be undertaken, any non-compliant items overcome and then each contract would be closed down (note that these actions would be performed as each contract completed during the construction period – there would be no need to wait for the project to complete). Once each contract had been closed, and following acknowledgment from the City, the project could be closed with all relevant information housed on MWrap, our proprietary wrap-up risk management information system. During this process the carrier would continue to carry out annual exposure audits and true up the premiums on projects that had closed during that annual period, with Marsh reviewing, negotiating and advocating for the City to ensure correct premium adjustments. Additionally, reviews would also be undertaken regarding:

Claims, to ensure reserves were correct and claims were being aggressively handled to closure.

Collateral, to ensure this was negotiated to adequately reflect potential carrier exposure.

The ROCIP would be designed on a portfolio basis and would be closed down on the completion of all enrolled projects. At this point a final audit of all project exposure would be undertaken by the carrier with Marsh managing this process on behalf of the City. A full review of the audit would be undertaken by Marsh and finally negotiated as promptly as possible after the expiry date of the program.

Once this had occurred, Marsh would ensure that any open claims were promptly managed and closed where possible. This would assist in the calculation of the return of any collateral provided in support of the OCIP; however, such collateral return would be unlikely to occur until 12-18 months after the closure of the program (although collateral negotiations would occur on the annual anniversary of the program during its lifetime to ensure collateral requirements were in line with program performance).



#### **SECTION FIVE**



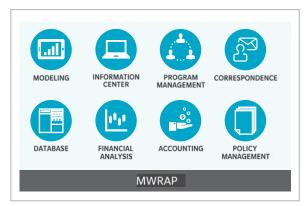
# RMIS SYSTEM/PROCEDURES/ REPORTS

- a. Describe the automated data collection capabilities available at your servicing office. Provide detail with regard to the exact types of information that your RMIS system can track. State whether the system can be customized for specific fields the City may want.
- b. Provide detail on the various fields of data and samples of standard reports that can be provided by your current system. State whether the reports can be customized. State whether data can be imported to non-proprietary formats (Excel, Word, Access, etc.).

### Administrative System: MWrap

Information management can make or break a controlled insurance program (CIP). Timely communication, streamlined contractor enrollment, and effective management information are all critical to achieve your program objectives. At Marsh, we believe that our people make the difference – but we also believe that the best tools should support the best people in the business.

With that in mind, we built MWrap: our web-based, integrated application for budgeting, administering, and tracking CIPs. MWrap helps ensure that your program will be right from the start, right on spec, and right through



completion. MWrap is an Internet-based tool (not just internet enabled) designed to capture all of the information needed to manage a hierarchy of projects by division, region, or type of construction, depict the construction budget by bid package, enroll and administer contractor participation, and generate accurate and timely reports from anywhere you have internet access - 24/7. Through secured IDs and passwords, MWrap even allows multiple users to access records on the project at the same time. Additional unique MWrap features:

- MWrap is designed to be fully integrated with other Marsh proprietary software, such as our award winning ClearSight claims system (available at additional cost);
- ▶ MWrap incorporates a vast body of reference data, such as filed insurance rates in each state and Construction Specifications Institute (CSI) codes the same codes utilized by construction estimators This is the information we use to benchmark the contractor insurance costs in our financial pro-formas;
- Maintains a database of contractor information, including name and address, scope of work, subcontractor tier/relationships, and off-site insurance information;
- ▶ Has project attributes that allow Marsh to benchmark information for like kind and quality; and
- Produces summary management reports that track against project goals, including financial reports of payroll, contract values, premiums, avoided costs and informational reports relating to contractor data.

A sample report is provided in Appendixes G and H. **The system and reports can be customized for the City**, and system data can be exported to Windows.

#### Online Access to Claim Information

Marsh's Claim Practice consultants are well versed in navigating most of the insurer on-line claim management systems. Many of the insurers and third party administrators offer Marsh on-line access to our client's claim information, with client permission. While many of our clients have access to these systems, they may not have the time or expertise to extract information effectively. Marsh clients benefit from our claim consultant's experience with various on-line systems and the knowledge we have gained by developing useful dashboard reports, email alerts, loss runs and various other risk management decision making tools.

While all systems offer varying levels of reporting and financial capabilities, most do provide access to real time adjuster notes. On-line access allows our claim consultants to offer you strategic collaboration on your claims issues utilizing the on-line claims information. Additionally, we can export the data from these systems and merge it with MWrap reports to provide a broader oversight of the financial performance of your program.

Our consultants understand that your claim management and risk management needs may be different from our prior experiences and we are prepared to listen to your needs and help you identify how the on-line claim system can help automate your specific risk management process.

c. The Administrator is required to prepare a Monthly Report for the City. Attach a copy of a sample Monthly Report.

Marsh can provide a monthly report for the City and we attach a sample for your review in Appendix G.

Note that our report is customizable but we would welcome a discussion with the City to determine what you would specifically like to see. Particularly with the advent and development of our analytics capabilities there may be additional elements we can add to our report that would be beneficial to the City.

Our report would incorporate all elements of the ROCIP to allow the City an easy and straightforward overview of the current ROCIP position including financial metrics, contractor / contract positions and delinquencies, a claims overview and any open items.

d. The Administrator is required to prepare a Final Program Report for the City. Identify the types of information this report will contain and attach a table of contents of a copy of a similar type report prepared by your firm for a client.

Marsh recognizes the importance of providing a final status report for the client to capture the overall experience of the program, including financial overview (including audits and collateral position / recommendations), safety results, comparisons of estimates and actuals, lessons learned and highlights of successes. Each client has unique needs and we customarily tailor reports to meet each client's specific objectives.

We have provided a table of contents with additional details of the type of information we include in our final program status reports. Of course this report will be tailored to the program/project and client needs and requirements. Attached in Appendix H is a sample of the type of reporting that can be prepared for the City.

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#### **SECTION SIX**

# **ADMINISTRATOR COST PROPOSAL**

- A "not to exceed" fixed fee is required for the entire Scope of Services outlined in Section 0500 Scope of Work. The "not to exceed" fixed fee shall be based on \$400 Million in construction values with an estimated 27 projects included in the program. The payment terms will be negotiated. Fees should be indicated on an annual basis for the anticipated five year contract term.
- Proposers must provide the best possible pricing structure for the Section 0500 Scope of Work. The City anticipates a fee model such as a minimum cost per year based upon a designated minimum construction value with charges incurred over the minimum at a rate per million in construction or a rate per thousand of payroll or a rate per construction project. The City will consider any payment model you want to be reviewed.

Marsh is pleased to offer our compensation breakdown for the provision of services for the City's Rolling Controlled Insurance Program Phase VII. We would welcome the opportunity to further discuss our compensation with you as we seek to be as transparent as possible; wrap-ups encompass many moving service parameters and we want our clients to fully understand what they are being asked to pay for. Below is a **fixed price fee** model:

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
FEE	\$50,000	\$145,000	\$145,000	\$145,000	\$165,000

The City funds the payment of both the ROCIP insurance premiums and Administrator Fees by charging each construction project a certain percentage of its construction value when it is being enrolled in the program. There are periods of time when new construction projects are not being enrolled into the program, but Administrator Fees continued to be billed when Administrator day-to-day operational work was at a minimum. This places a burden upon the City to 'borrow' money from enterprise funds until new projects enroll and ROCIP funds are once again available. Given this information, propose payment terms to help resolve this situation and describe those terms fully within the cost proposal section of your response.

A variable fee option would need to consider a number of factors. The term of the program would likely remain the same. Insurance placement in the first year would still be necessary, as would claim reviews and monthly meetings. Therefore we estimate there would be an annual fixed cost of at least \$50,000 per year regardless of construction activity. After the first year we would establish a maximum fee of \$145,000 per year for construction values up to \$400 million, with the exception of the final year which includes costs for program close out and ongoing claims to completion. Above that amount we would establish a rate per \$1,000 of construction value to calculate an annual variable fee.

We recommend that carrier premiums and broker administrative fee payments be designed to match the actual enrollment of projects, where possible. At inception, a proposed payment plan will be based on the proposed project schedule and first year payments for the 12 month period will be made on that basis. Sixty days prior to the anniversary date of the ROCIP the enrollments and the forecasted project schedule will be reviewed to determine if payments for the year are to be adjusted. Annual minimum payments will apply which are consistent with the minimum premiums and fees agreed with the City on the ROCIP.



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#### SECTION SEVEN

# NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING

- a. Proposers, including their officers, owners, agents, representatives, subconsultants, employees, or parties in interest:
- 1. Shall not in any way collude, conspire or agree, directly or indirectly, with any person, firm, corporation or other Proposer or potential Proposer in regard to the amount of their proposal or the terms or conditions of their proposal.
- 2. Shall not pay, or agree to pay, directly or indirectly any person, firm, corporation or other Proposer or potential Proposer, any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for fixing the prices in the proposal or the proposal of any other Proposer. Proposers shall not pay money or anything of value in the future for these purposes.
- 3. Shall certify that none of the deciding factors set forth in the request for proposal or in the subsequent agreement were their idea or the idea of anyone representing their company, unless the suggestion was made at a meeting open to all Proposers, which all Proposers had notice of.
- 4. Must attest that they had no involvement in the development, preparation, evaluation, or other decision making process for this solicitation, and that should the Proposer receive a contract award in response to their proposal, no agent, representative, consultant or subconsultant affiliated with the Proposer, who may have been involved in the development, preparation or evaluation or other decision making process for this solicitation, will have any financial interest, direct or indirect, in said contract.
- 5. Must state that there are no other potential or actual conflicts of interest regarding this solicitation.
- 6. Shall certify that no officer or stockholder of their company is an employee of the City of Austin, or an employee of any elected official of the City, or is related to any employee or elected official of the City of Austin.
- 7. Shall not have undertaken or will not undertake any activities or actions to promote or advertise their proposal to any member of any City committee reviewing the proposals, member of the Austin City Council or City staff except in the course of City-sponsored inquiries, briefings, interviews or presentations between the date that the Request for Proposal was issued and the date of award by City Council

Marsh agrees.



# SECTION EIGHT



# LOCAL BUSINESS PRESENCE

The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Specify if and by which definition the Offeror or Subcontractor(s) have a local business presence.

Marsh has a strong local presence. We have a branch office in Austin with a staff of over 250 people. Our Project Manager, Cindy Gibbens, works out of the Austin office on a regular basis. She will be actively involved in day to day ROCIP management and leadership. The office is located at 10900 Stonelake Blvd. Austin TX 78759.

We will not be utilizing subcontractors to perform the ROCIP Scope of Work.



# **SECTION NINE**



# PROPOSAL ACCEPTANCE PERIOD

All proposals are valid for a period of 180 calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.

Marsh agrees.



# SECTION TEN

# PROPRIETARY INFORMATION

All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

Marsh Agrees.



# **SECTION ELEVEN**



Be advised that exceptions to any portion of the RFP may jeopardize acceptance of the Proposal.

Marsh understands.



#### **SECTION TWELVE**



# PROPOSAL PREPARATION COSTS

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.

Marsh agrees.



#### SECTION THIRTEEN

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# **EVALUATION FACTORS AND AWARDS**

- a. Competitive Selection: This procurement will comply with applicable City of Austin Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the successful Proposer. Award of a contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.
- b. Evaluation Factors:

All proposals will be evaluated based on the following criteria and rankings. Maximum 100 points.

25 points Proposer Experience and Services - The firm's background and experience associated with the administration of large Owner Controlled Insurance Programs; the firm's ability to manage these types of programs effectively; availability to large insurance markets specializing in these programs, and the experience of the personnel assigned to our program.

25 points ROCIP/OCIP Conceptual Strategy for Premium and Coverage Provisions- The firm's knowledge and ability to provide a financially sound and accurate conceptual strategy for the City's program based on current construction rates and costs. Accuracy of rates as exemplified in Attachment 7. Contractor and ROCIP premiums and loss picks that exemplify knowledge of market conditions, coverage provisions and loss arrangements based on knowledge of the marketplace and knowledge of the construction industry.

20 points Cost- Reasonable costs for services requested in the Section 0500 Scope of Work. Lowest cost proposal receives maximum points; percentage rations formula for remaining proposals.

10 points Payment Terms/Structure - Proposal of a Fee Structure that is advantageous to the City given the nature and funding mechanism the City utilizes to pay for Fees and Premium costs for the program.

10 points RMIS System/Procedures/Reports - The firm's automated data collection capabilities, ability to track and extract pertinent data associated with the program, report generating capabilities, and experience producing annual reports associated with the program.

10 points Local Business Presence

Marsh agrees.



# **APPENDIX A**



# > SIGNATURE PAGE



# CITY OF AUSTIN, TEXAS

# Purchasing Office REQUEST FOR PROPOSAL (RFP) OFFER SHEET

SOLICITATION NO: RFP 5800 TLF0301

DATE ISSUED: June 20, 2016

**REQUISITION NO.: 16051700463** 

COMMODITY CODE: 91869

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING AUTHORIZED CONTACT PERSONS:

Tracy Franklin Corporate Contract Administrator

Phone: (512) 974-2034

E-Mail: tracy.franklin@austintexas.gov

Sandy Brandt Senior Buyer Specialist

Phone: (512) 974-1783

E-Mail: sandy.brandt@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: Insurance Broker of Record and Administrator Services for Rolling Controlled

Insurance Program Phase VII

PRE-PROPOSAL CONFERENCE TIME AND DATE: Tuesday,

July 5, 2016 at 11:30am CST.

LOCATION: Municipal Building, 124 West 8th Street, Conference

Room 330.1, Austin, Texas 78701

PROPOSAL DUE PRIOR TO: Thursday, July 21, 2016 at

2:00pm CST.

PROPOSAL CLOSING TIME AND DATE: Thursday, July 21,

2016 at 2:00pm CST.

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET

RM 308, AUSTIN, TEXAS 78701

LIVE SOLICITATION CLOSING ONLINE: For RFPs, only the

names of respondents will be read aloud

For information on how to attend the Solicitation Closing online,

please select this link:

http://www.austintexas.gov/department/bid-opening-webinars

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # TLF0302	Purchasing Office-Response Enclosed for Solicitation # TLF0302
P.O. Box 1088	124 W 8th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 ORIGINAL, 4 COPIES, AND 1 ELECTRONIC COPY OF YOUR RESPONSE
\*\*\*SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT\*\*

Offer Sheet RFP 5800 TLF0301 Page | 1

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	4
0500	SCOPE OF WORK	9
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM - Complete and return Attach	ed 2
0645	PERFORMANCE GUARANTEES – Complete and return Embedded	1
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	¥ .
0815	LIVING WAGES CONTRACTOR CERTIFICATION – Complete and return Attached	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return Attached	1
0900	MBEAVBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete & return Attached	2
-	Attachment 1: ROCIP VII PROJECTS IDENTIFIED FOR INCLUSION IN THE PROGRAM	2
	Attachment 2: ROCIP VI PROJECT LIST, PAYROLLS, CLAIMS	4
	Attachment 3: ROCIP V PROJECT LIST, PAYROLLS, CLAIMS	11
	Attachment 4: ROCIP VI GENERAL LIABILITY POLICY	87
	Attachment 5: ROCIP VI SECURITY AGREEMENT, REIMBURSEMENT AGREEMENT	5
	Attachment 6: COMMERCIAL MARKET AND REFERENCE INFORMATION – Complete and return Embedded	1
	Attachment 7: ROCIP VII PRO-FORMA – Complete and return Attached	4

<sup>\*</sup> Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the \* Sections are available on the Internet at the following online address:

http://www.austintexas.gov/financeonline/vendor\_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

#### **INTERESTED PARTIES DISCLOSURE**

In addition, Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed and notarized for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the

Offer Sheet

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Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution.

https://www.ethics.state.tx.us/whatsnew/elf\_info\_form1295.htm

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: MARSH USA INC.
Company Address: 17/7 MAIN STREET, SUITE 4400
City, State, Zip: DALLAS, TX, 75201
Federal Tax ID No.
Printed Name of Officer or Authorized Representative:
Title: SENIOR VICE PRESIDENT
Signature of Officer or Authorized Representative:
Date: 7/5/16
Email Address: JOHN, J. EGAN @MARSH, COM
Phone Number:

\* Proposal response must be submitted with this Offer sheet to be considered for award

# **APPENDIX B**



# > 0050 SCOPE OF WORK

ITEM	MARSH AGREES	COMMENTS
1. PURPOSE		
The City of Austin ("City"), seeks proposals in response to this Request for Proposal ("RFP") from agents and brokers ("Proposers") to act as a Broker of Record for Phase VII of the City's Rolling Owner Controlled Insurance Program ("ROCIP") expected to begin in late spring or early summer 2017 ("ROCIP VII") and to provide consultation, implementation, and administration of that program for certain City Capital Improvement Projects.	✓	
The successful Proposer, hereinafter referred to as the "Administrator," shall place all insurance coverages with insurance carriers licensed to do business in the State of Texas and have an A.M. Best rating of B+ VII or better. One Administrator will be selected to provide the services outlined in this RFP.  ROCIP VII shall serve three distinct goals for the City:  1. Generate cost savings from reduced insurance costs;  2. Promote safety for contractors working on City ROCIP construction projects;  3. Remove insurance barriers for small and minority contractors.	<b>√</b>	
Several variables will impact overall ROCIP VII cost savings, including, but not limited to: inadequate construction values, lack of voter authorization for the issuance and sale of bonds, construction project delays, ROCIP Administrator fees, ROCIP Construction Safety Management fees, and internal City Administration expenses associated with ROCIP VII.	<b>√</b>	,
The City determines savings using the following formula:  Traditional Contractor Cost for Workers' Compensation & General Liability coverage (non ROCIP)  Minus ROCIP Insurance Premium and Expected Limited Incurred Loss Costs  Minus ROCIP Administrator Fees  Minus ROCIP Construction Safety Management Fees  Minus Internal City Administrative Expenses  = Net Cost Savings (Cost Avoidance)  If the City determines that potential net cost savings are insufficient to warrant a viable ROCIP VII program, then the City shall exercise its right to cancel this RFP and will not move forward with a ROCIP VII program.	<b>✓</b>	
2. ROCIP BACKGROUND		
Since 1990, the City has issued numerous solicitations for single Owner Controlled and ROCIP administration and construction safety management services. With each phase of the program, the City has partnered with its Administrator and Construction Safety Manager to improve and refine its processes and procedures, and to continuously educate key City personnel in construction management and procurement about the program's requirements and benefits. (Please see original RFP from the City for additional content)	<b>√</b>	

ITEM	MARSH AGREES	COMMENTS
3. MISSING SECTION IN ORIGINAL RFP		
4. ROCIP VII PROGRAM INFORMATION		
4.1 Program Launch The City plans to coincide the launch of ROCIP VII with a foundation project, the Austin Bergstrom International Airport Parking Garage & Administrative Offices. This project's estimated construction value is \$120 Million and construction is planned to start in late spring or early summer of 2017. It is the City's preference to have ROCIP VII's insurance coverage bound concurrently with the start of construction of this foundation project.	<b>√</b>	
4.2 Construction Safety Management Services  The City will procure Construction Safety Management services separately from ROCIP VII Administrator services in order to promote competition and to assure better control over the delivery of the components of the ROCIP Safety program.	✓	
4.3. ROCIP VII Eligible Capital Improvement Project Parameters  The City has conducted an analysis of future capital improvement projects anticipated over the next five (5) years. Refer to Attachment 1 for a list of future anticipated projects identified as possible ROCIP VII candidates.  This list of ROCIP VII candidate projects is not all inclusive and instead provides basic information about the type, size, and scope of construction projects likely to participate in ROCIP VII. The list of ROCIP VII candidate projects is subject to change. Whether or not a City project actually moves forward to the construction phase depends upon many factors, including but not limited to: obtaining access to easements, market capacity, bonding approvals, projected project costs, community feedback, and costs and availability of construction materials. Most likely, some projects on this list will never be included in the ROCIP VII program and new, unforeseen projects will be included in the program. Some large projects are also broken up into "packages" however they all have the same General Contractor.  Parameters for Capital Improvement Projects to be included in ROCIP VII are as follows:  a. Project Construction costs are \$2,000,000 or greater;  b. Project is labor intensive; and  c. Project is labor intensive; and  c. Project is site specific.  Construction projects with these characteristics will NOT be included in ROCIP VII:  a. Hazardous waste abatement or remediation as a primary scope of work;  b. Electric utility substations;  c. Sidewalk or street overlay as a primary scope of work.  Attachments 2, 3, 4, and 5 provide details about the ROCIP IV, V and ROCIP VI programs.  ROCIP V included the construction of a \$345 million water treatment plant. A project this large is not typical for City ROCIP programs.		
4.4. Construction Contract Documents  The City's construction Contract documents can be viewed online at http://www.austintexas.gov/page/bid-docs. Current ROCIP VI documentation and insurance requirement language are under "Bidding Requirements, Contract Forms and Conditions of the Contract" Sections 00410, 00425A, 00425B, and 00810, as well as under "Special Provisions to City Standard Specifications" Vol.4, and "ROCIP INFORMATION".	<b>✓</b>	
4.5 Ongoing ROCIP VI The ROCIP VII program will be implemented before ROCIP VI has expired. This RFP is wholly separate and distinct from the ongoing ROCIP VI program and the Administrator services requested herein do not have any connection to the ROCIP VI program.	<b>√</b>	

ITEM	MARSH AGREES	COMMENTS
5. ROCIP VII DESIRED COVERAGE AND KEY UNDERWRITING INFORMATION		
<ul> <li>5.1. At a minimum insurance provided under ROCIP VII shall include the following coverages:</li> <li>1. General Liability (GL)</li> <li>2. Workers' Compensation and Employers' Lability (WC/EL)</li> <li>3. Excess Liability</li> </ul>	<b>√</b>	
5.2. Coverage terms and conditions should be broad and the City shall be able to participate in the final selection of ROCIP VII coverages, limits, deductibles, terms and conditions	✓	
5.3. The City requires an estimate of insurance costs for the program without contact or negotiation with possible insurance carriers.	✓	
5.4. The City does not currently have, nor does it plan to implement, a drug testing program for enrolled ROCIP VII contractors.	✓	
5.5. The City does not currently, nor does it plan to require, enrolled ROCIP VII contractors to implement a return to work program.	✓	
5.6. Due to the potential number and types of projects the City will not include builders risk insurance in this solicitation.	✓	
5.7. Administrator services shall commence immediately upon execution of the contract.	✓	
5.8. The Administrator, nor any of its subsidiaries, shall receive any commission or compensation from the insurance carrier(s) selected to provide insurance for ROCIP VII After coverage is bound, the Administrator shall submit proof that no commission or compensation is being received and all premiums paid by the City to insurance carrier(s) are net of commission.	<b>√</b>	
5.9. The City will negotiate specific performance measures with the selected Administrator before the contract is signed.	✓	
6. SCOPE OF SERVICES		
The Administrator shall complete the following activities at times and in forms to be specified by the City: 6.1 Insurance Program Design and Marketing: Services shall include, but not be limited to the following	✓	
6.1.1 Analyze project hazards and recommend appropriate level of risk retention and transfer.	✓	
6.1.2 Design an insurance program for City review and approval that protects the City from loss and optimizes use of available funding.	✓	
6.1.3 Identify and actively pursue insurance carriers that can provide the coverage, financial, and operational terms of the approved insurance program.	✓	
6.1.4 Develop the underwriting submission and market the submission to identified insurance carriers.	✓	
6.1.5 Assess whether coverage quotations received from insurance carriers meet the approved insurance program specifications.	✓	
6.1.6 Confer and consult with the City regarding the coverage quotations received from insurance carriers.	✓	
6.1.7 Provide a thorough written analysis and evaluation of coverage quotation(s) received from insurance carrier(s). The analysis must facilitate effective comparison to coverage provided under ROCIP VI, as well as between the various carriers/options.	<b>√</b>	

ITEM	MARSH AGREES	COMMENTS
6.1.8 Develop pro-formas that include premiums and expected loss picks at various construction levels.	✓	Please see Attachment 7.
6.1.9 Create a selection criteria matrix and coordinate the carrier selection and interview process (if needed).	<b>√</b>	
6.1.10 If the City Council does not approve the selection of the ROCIP Administrator and the negotiation and binding of insurance coverage at a later date, the Administrator will not be paid for the Scope of Services listed in Section 0500, 6.1.	✓	
<ul> <li>6.2 Negotiate, Bind, and Implement Insurance Program: Services shall include, but not be limited to the following:</li> <li>6.2.1 Facilitate negotiations and refinements with selected insurance carrier(s), including, but not limited to collateral requirements, policy renewals, premium payment schedules, audit returns, and buy-out provisions.</li> </ul>	<b>√</b>	
6.2.2 Bind coverage and maintain insurance policies and coverage without lapse as requested by the City.	✓	
6.2.3 Accept excess liability premium payments and then pay the premiums to the excess liability carrier(s). Premiums for General Liability and Workers' Compensation will be paid by the City directly to the insurance carrier(s) after an addendum is approved by the City Council identifying the insurance carrier(s) and allowing payment to be made directly to them.	✓	
6.2.4 Review policies to verify conformance with specifications.	✓	
6.2.5 Request all required coverage changes and ensure that all endorsements are issued accurately.	✓	
6.2.6 Provide copies of Master policies and all endorsements to the City.	✓	
6.2.7 Participate in the negotiation of policy extensions, premium pay-ins, audit returns, reconciliations of all monies, and buy-out provisions.	✓	
6.2.8 Review City construction contract documents to ensure limits, coverage forms, endorsements and manuals are correctly identified in them.	✓	
6.2.9 Provide analysis and recommended changes to City construction contract documents with regard to changes in authority, wording, and forms.	✓	
6.3 Ongoing Policyholder Services and ROCIP Program Management Provided by the Administrator: Services shall include, but not be limited to the following: 6.3.1 Review historic internal Administrator/Risk Management ROCIP processes and procedures and provide the City with suggested revisions/improvements.	✓	
6.3.2 Coordinate all data gathering functions and processes between all parties by attending meetings as required and documenting decisions made.	✓	
6.3.3 Gather data and enroll contractors in an efficient and effective manner with effort to maintain positive contractor relations. Available technology that facilitates the enrollment process should be used whenever possible.	<b>√</b>	
6.3.4 Communicate timely and effectively with contractors, insurance carriers, and the City to secure all necessary ROCIP data required to enroll contractors, maintain policies, and report program status.	✓	
6.3.5 Be available during regular business hours to answer phone calls and field questions from City and contractors, including but not limited to contractor inquiries regarding elimination of insurance costs from bids, enrollment support to contractors who need assistance at time of award, and claims reporting facilitation, review and management.	✓	

ITEM	MARSH AGREES	COMMENTS
6.3.6 Develop a detailed ROCIP Manual with written procedures and flowcharts for all functions and activities of the ROCIP program for City review and approval. The ROCIP Manual shall explain in plain language the details of the coverage provided by the ROCIP, as well as the enrollment and claims reporting processes. The ROCIP Manual shall furnish all necessary enrollment and claim forms, and reference the current Standard Project Safety Manual. Site-specific ROCIP Manuals shall be developed for each enrolled project.	<b>√</b>	
6.3.7 Issue insurance binders, certificates, and policies to all enrolled contractors.	✓	
6.3.8 Secure, review for conformance to specifications, and maintain contractor insurance certificates for evidence of auto liability, general liability and workers compensation as required by the contract from all non-enrolled and enrolled contractors working on ROCIP projects. Assure proper language for waivers and additional insureds in included in the certificates of insurance.	<b>√</b>	
6.3.9 Document and track the current workers compensation and general liability rates from every contractor's existing insurance policies for the purpose of defining the Traditional Contractors costs for use in the Net Cost Savings calculation.	✓	Please see our Section 3, Question e.
6.3.10 Attend and give ROCIP presentations at all project pre-bid and pre-construction meetings. There shall be at least one pre-bid meeting and one pre-con meeting for each project. Provide detailed explanation of the enrollment process, claim notification procedures and contractor payroll collection and submission processes.	<b>√</b>	
6.3.12 Lead and organize Program Status Meetings every month during initial and peak program periods, and as requested during program phase-outs. Provide meeting minutes to the City within two business days after meeting conclusions. These status meetings can be conducted by phone unless Administrator personnel are required in person by the City.	<b>√</b>	
6.3.13 Collect and report payroll data from all enrolled contractors on a monthly basis. Available technology that facilities payroll collection should be used whenever possible.	✓	
6.3.14 Take actions to coordinate and manage insurance carrier audits when necessary. Provide the City with ROCIP data as requested for audits of the program by other sources.	✓	
6.3.15 Verify the accuracy of any insurance carrier and Administrator bills, audits, and other premium adjustments and confirm that invoices for paid losses are accurate based on the City's program claims experience. Conduct an annual reconciliation of all program invoices and payments.	<b>√</b>	
6.3.16 Coordinate adjustments and actively participate in negotiations for close out of the ROCIP VII program.	<b>√</b>	
6.3.17 Provide a presentation and/or written information at least annually to Project Managers, Inspectors, Associated General Contractors and/or other professional organizations to disseminate general information about the program.	✓	
6.3.18 Notify all enrolled contractors and project managers when ROCIP coverage no longer exists.	✓	
6.3.19 Stay abreast of the regulatory environment regarding construction insurance and ROCIPs in Texas. Advise the City of potential implications of proposed legislation and assist the City with making required program adjustments as necessary as a result of changes to existing laws.	<b>√</b>	
6.3.20 Continue services after Administrator Fee payments ended until the ROCIP VII program is considered closed and final by the insurance carrier(s), the City, and the Administrator.	<b>√</b>	

ITEM	MARSH AGREES	COMMENTS
6.4 Claims Management: Services shall include, but not be limited to the following: 6.4.1 Pro-actively manage the losses experienced under the program. This includes close oversight of the insurance carrier reserve handling procedures and frequent communication with claim adjusters during the claims handling process.	✓	Please see Section 3, Question f.
6.4.2 Coordinate claims handling activities and processes between the insurance carrier, City personnel, appropriate contractor's representative(s), and the Administrator. The Administrator shall assist in the management of claims reporting.	✓	
6.4.3 Coordinate quarterly claim review meetings between City and the insurance carrier. The insurance carrier's claim summary information packets must be received by the City two business days before the claim review meeting. Claim review meetings can be held by teleconference with insurance carrier adjusters.	✓	
6.4.4 Facilitate education and training of enrolled contractors regarding claims reporting procedures.	✓	
6.4.5 Facilitate coordination of claim information required by the insurance carrier and requested from enrolled contractors.	✓	
6.4.6 Monitor claims activity and provide recommendations for medical cost containment and other methods for reducing claims costs.	✓	
6.4.7 Analyze current reserves and negotiate claims issues with the carrier on behalf of the City.	✓	
$6.4.8\mathrm{Provide}$ claim information in the form of a status report to the City during monthly meetings.	✓	
6.5 Risk Management Information System: 6.5.1 The Administrator shall provide a risk management information system (RMIS) that is capable of reporting all relevant information necessary for the successful management of the ROCIP VII program and completion of required reports and records as indicated below.	<b>√</b>	Please see Section 5.
6.6 Reports and Records: The City tracks performance of ROCIP VII as a City program. The Administrator shall have the capability to capture and provide essential data used to evaluate the success of the program using Monthly Report and Net Cost Savings Calculation Reports. These reports shall contain information used as formal documentation for the results measures reported to the Budget Office.	<b>√</b>	
6.6.1 The Monthly Reports shall be provided monthly to the City, at least two business days prior to Program Status Meetings. The reports shall contain, at a minimum: 6.6.1.1 The number of projects enrolled in the program, the number of completed projects, and the number of active projects.	<b>√</b>	
6.6.1.2 The Number of contractors enrolled in the program; the number of enrolled contractors with no off site insurance, and the percentage of contractors identified as minority contractors by ethnic group (African American, Asian American, Hispanic, Native American, and/or Women-owned).	✓	
6.6.1.3 A claims summary including financials for all claims to date, highlights all new claims, and a breakdown between general liability and workers compensation claims. Report data shall also include the project name, contractor name, claimant name, date of loss, report date, and a description of loss. Sorting capability is required.	✓	
6.6.1.4 A premium recap providing projected construction values and payroll; completed project values, completed project payroll, losses for completed projects, losses to date for all projects	✓	

ITEM	MARSH AGREES	COMMENTS
6.6.2 The Net Cost Savings Calculation Report shall be provided monthly, at least two business days prior to Program Status Meetings. Data shall be presented as of the end of the prior month. Two separate reports are required: i.) A report that contains data for completed projects only and ii.) A report that contains data on all projects enrolled in the program. Both reports shall contain, at a minimum: 6.6.2.1 Information by Project, including but not limited to: project name, risk number, initial RCA amount, percent complete, reported payroll, open market premium, ROCIP excess premium, ROCIP composite premiums, incurred losses amounts, Claims admin expense, Administrative fees, Total ROCIP Program Cost, and the Net Cost Savings. The City shall provide a sample Report upon selection of the Administrator.  The Administrator shall also provide the following reports and keep the following records as specified:	<b>√</b>	
6.6.3 A weekly Enrollment Report Log shall be provided to all project managers, Construction Safety Manager and others. This report helps to ensure that all contractors providing construction services on site are enrolled in the ROCIP program.	✓	
6.6.4 Final Program Report for the City's Risk Manager. This Executive Report shall include lists of all enrolled contractors and include project information and policy numbers. A comprehensive list of all claims reported to the carrier shall also be included as well as 'to date' payrolls, premiums and expectations of final program losses and savings. This Final Report is due to the City at the anniversary of the 1st year after the end of the insurance coverage for the program.	<b>√</b>	
6.6.5 Annual "True Up" of all program invoices and payments. The Administrator shall facilitate and document reconciliation of all program invoices and payments between insurance carrier(s), the Administrator, and the City's Human Resources Department Finance Manager. Such "True Up" shall be conducted annually within one month of the anniversary of the ROCIP program's effective date.	✓	
6.6.6 The Administrator shall be responsible for storing and maintaining all paper records and documents associated with the ROCIP program throughout the duration of the program and for a period of five years after the completion of the last construction project. The Administrator shall also back-up all data contained on any proprietary database and make these records available to the City upon contract completion in a non-proprietary format (Excel, Word, Access, etc.) such that further or future analysis is possible without reconfiguration or reentry of the data.	<b>√</b>	
6.6.7 Municipalities are required by law to comply with the Records Retention Act. The Administrator shall assist the City with compliance by maintaining records as outlined above and making all program files available to the City as requested for audit and other purposes.	<b>√</b>	
6.7 Special Provisions: Services shall include, but not be limited to the following: 6.7.1 Commit that the named principal and other key personnel responsible for the program will not be removed from the account by the Administrator without prior approval of the City. Replacement of key personnel is subject to approval by the City's Risk Manager.	<b>√</b>	
6.7.2 Provide required services to the City until the insurance program provided by the insurance carrier(s) to the City is considered closed and final by the insurance carrier(s), the City, and the Administrator.	<b>√</b>	
6.7.3 Commit to Performance Guarantees as negotiated.	✓	
6.7.4 Perform as an agent of the City, including issues related to confidentiality.	✓	

ITEM	MARSH AGREES	COMMENTS
7. LIST OF ATTACHMENTS		
Attachment 1: ROCIP VII Projects Identified for Inclusion in the Program	<b>√</b>	Marsh has reviewed.
Attachment 2: ROCIP VI Project List, Payrolls, Claims	✓	Marsh has reviewed.
Attachment 3: ROCIP V Project List, Payrolls, Claims	<b>√</b>	Marsh has reviewed.
Attachment 4: ROCIP VI General Liability Policy	<b>√</b>	Marsh has reviewed.
Attachment 5: ROCIP VI Security Agreement, Reimbursement Agreement	<b>√</b>	Marsh has reviewed.
Attachment 6: Commercial Market and Reference Information	✓	Please see Section 3, Question a.
Attachment 7: ROCIP VII Pro-Forma	<b>√</b>	Please see Section 4

### **APPENDIX C**



# MARSH'S SPECIFIC PRO-FORMA

- ▶ Pro-forma #1 \$325 million
- ▶ Pro-forma #2 \$400 million
- ▶ Financial Pro-forma ROCIP VII \$325 million
- ► Financial Pro-forma ROCIP VII \$400 million

#### **Contractors' Insurance Cost Estimate**

 Project Name:
 City of Austin VII RFP

 Contract Value:
 \$325,000,000

 Total Payroll:
 \$55,250,000

 Payroll % of Contract
 17.0%

 Expected Avg Experience Mod Location:
 0.850

 Duration (months):
 60

Part 1: GC/CM Liability	Rate	Premium
General Contractor / Construction Manager Liability (Rate per \$1,000 of Contract Va	lue) 1.750	568,750

Part 2: Subcontractor Liability	Rate	Premium
Subcontractor Liability (Rate per \$100 of Total Payroll)	2.760	1,524,900

Part 3: Workers Compensation

WC Class Code	Description	Payroll % Dist.	Payroll Est. \$	Average Wage Rate	Estimated Work Hours	Average Modified WC Rate	Expected WC Premium
0042	Landscaping	0.000	0	19.42	0	2.96	0
3365	Welding/Cutting	0.000	0	19.42	0	3.01	0
3724	Millwright/Equipment Installation	0.032	1,768,000	19.42	91,040	2.42	42,786
5437	Acoustical Ceiling	0.000	0	19.42	0	3.26	0
5022	Masonry	0.055	3,038,750	19.42	156,475	4.49	136,440
5041	Painting - Metal Structures	0.000	0	19.42	0	3.31	0
5040	Steel Erection-Frame Structures	0.027	1,491,750	19.42	76,815	9.09	135,600
5057	Iron or Steel NOC	0.000	0	19.42	0	3.56	0
5070	Steel - Under 2 Stories	0.000	0	19.42	0	6.56	0
5102	Metal Doors	0.008	442,000	19.42	22,760	3.41	15,072
5102	Equipment Installation	0.000	0	19.42	0	3.41	0
5160	Elevators	0.011	607,750	19.42	31,295	1.87	11,365
5183	Plumbing	0.041	2,265,250	19.42	116,645	2.53	57,311
5183	Sprinklers	0.017	939,250	19.42	48,365	2.53	23,763
5190	Electrical Wiring	0.151	8,342,750	19.42	429,596	2.70	225,254
5213	Concrete	0.188	10,387,000	19.42	534,861	3.53	366,661
5220	Concrete Ground Support	0.004	221,000	19.42	11,380	2.58	5,702
5348	Tile/Stone Work	0.007	386,750	19.42	19,915	1.94	7,503
5403	Carpentry	0.029	1,602,250	19.42	82,505	4.18	66,974
5437	Cabinet Work/Interior Trim	0.000	0	19.42	0	3.26	0
5437	Drywall Installation	0.010	552,500	19.42	28,450	3.26	18,012
5462	Glazier Away From Shop	0.030	1,657,500	19.42	85,350	4.16	68,952
5474	Painting or Paper Hanging	0.009	497,250	19.42	25,605	2.93	14,569
5102	Floor Covering	0.000	0	19.42	0	3.41	0
5479	Insulation Work	0.000	0	19.42	0	3.80	0
5474	Plastering	0.025	1,381,250	19.42	71,125	2.93	40,471
5506	Street or Road Paving	0.099	5,469,750	19.42	281,656	4.87	266,377
5536	HVAC Installation and Drivers	0.000	0	19.42	0	2.35	0
5551	Roofing	0.022	1,215,500	19.42	62,590	7.65	92,986
5606	Executive Supervision	0.031	1,712,750	19.42	88,195	0.63	10,790
9014	Construction or Erection Contractor	0.000	0	19.42	0	2.02	0
6003	Pile Driving	0.000	0	19.42	0	3.22	0
6219	Excavation	0.115	6,353,750	19.42	327,176	3.32	210,945
6306	Sewer Construction	0.033	1,823,250	19.42	93,885	5.24	95,538
6219	Conduit Construction	0.000	0	19.42	0	3.32	0
6400	Fence Erection - Metal	0.006	331,500	19.42	17,070	3.64	12,067
7538	Electric Light or Power Line Const	0.000	0	19.42	0	6.42	0
7600	Burglar Alarm Installation	0.009	497,250	19.42	25,605	1.88	9,348
7855	Railroad Construction	0.000	0	19.42	0	3.39	0
8810	Clerical	0.041	2,265,250	19.01	119,161	0.11	2,492
5102	Carpet Installation	0.000	0	19.42	0	3.41	0
9529	Mobile Crane Rental wOperator	0.000	0	19.42	0	2.94	0
Part 2 Tot		1.000	55,250,000	19.40	2,847,520	3.51	1,936,977

Part 4: Total Expected Contractor Cost

Total Expected Rates / Values 1.000 55,250,000 /////////////////////////////////
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#### Part 4: Range of Contractor Credits

Percent of Estimate										
% Rate Premium										
115.0%	8.39	4,635,221								
110.0%	8.02	4,433,689								
105.0%	7.66	4,232,158								
100.0%	7.30	4,030,627								
95.0%	6.93	3,829,095								
90.0%	6.57	3,627,564								
85.0%	6.20	3,426,033								

#### **Wrap-Up Cost Projection**

Project Name: City of Austin VII RFP Contract Value: \$325,000,000

 Total Payroll:
 \$55,250,000

 Payroll % of Contract:
 17.0%

 Expected Avg Experience Mod:
 0.850

 Location:
 Texas

 Duration (months):
 60

Coverage	Limits
Workers Compensation	Statutory limits WC
-	\$2MM / \$2MM / \$2MM Employer's Liability
	250,000 deductible per occurrence / clash \$375,000
General Liability	\$2MM per occurrence limit
	\$4MM general aggregate limit
	\$4MM completed operations aggregate limit (10 years)
	250,000 deductible per occurrence / clash \$375,000
Excess Liability	\$50MM per occurrence and aggregate

	Payroll	
Fixed Expenses	Rate <sup>1</sup>	\$
Workers Compensation Rate	1.60	884,000
General Liability Rate	1.53	845,325
Assessments/Premium Tax	0.00	0
Total Primary Fixed Expenses	3.13	1,729,325
Lead Excess (\$25 million)	0.80	440,000
2nd Layer Excess (\$25MM xs \$25MM)	0.31	170,000
3rd Layer Excess (Not Requested)	0.00	0
Total Premium	4.23	2,339,325
Marsh Fee ( See Compensation Section)	0.00	0
Sponsor-provided On-Site Loss Control	0.00	0
Total Fixed Cost	4.23	2,339,325

Assessment Calculation							
Basis	Rate						
1,936,977	0.0%						

Loss Costs	Rate	\$
Loss Handling (LCF)	0.08	
Loss Based Assessments (% of losses)	0.0%	
Loss Maximum (at Estimated Payroll)	4.20	2,320,500

Loss Estimates <sup>2</sup>	Loss Rate	Losses	Loss Handling	LBA's	Fixed Costs	Total Cost
5.00% Loss Ratio	0.36	\$201,531	\$16,123	\$0	\$2,339,325	\$2,556,979
10.00% Loss Ratio	0.73	\$403,063	\$32,245	\$0	\$2,339,325	\$2,774,633
15.00% Loss Ratio	1.09	\$604,594	\$48,368	\$0	\$2,339,325	\$2,992,287
20.00% Loss Ratio	1.46	\$806,125	\$64,490	\$0	\$2,339,325	\$3,209,940
25.00% Loss Ratio	1.82	\$1,007,657	\$80,613	\$0	\$2,339,325	\$3,427,594
30.00% Loss Ratio	2.19	\$1,209,188	\$96,735	\$0	\$2,339,325	\$3,645,248
35.00% Loss Ratio	2.55	\$1,410,719	\$112,858	\$0	\$2,339,325	\$3,862,902
40.00% Loss Ratio	2.92	\$1,612,251	\$128,980	\$0	\$2,339,325	\$4,080,556
45.00% Loss Ratio	3.28	\$1,813,782	\$145,103	\$0	\$2,339,325	\$4,298,210
50.00% Loss Ratio	3.65	\$2,015,313	\$161,225	\$0	\$2,339,325	\$4,515,863
57.57% (Program Maximum) <sup>3</sup>	4.20	\$2,320,500	\$185,640	\$0	\$2,339,325	\$4,845,465

<sup>&</sup>lt;sup>1</sup>All values expressed as payroll rates for comparison. Some program costs are fixed or calculated utilizing another basis.

Note that fixed dollar minimums may apply to WC and GL Premiums, and to the Loss Maximum

<sup>&</sup>lt;sup>2</sup>Loss Ratios applied to Contractors Expected Total Premium and provided as a point of reference to Manual Premium

<sup>&</sup>lt;sup>3</sup>Loss and Program Maximums Based on Expected Payroll

# **Projection of Total Savings/Loss**

Project Name: City of Austin VII RFP
Contract Value: \$325,000,000
Total Payroll: \$55,250,000

Avg Experience Mod: 0.85
Location: Texas

**Duration (months):** 60

A. Avoided Contractor Insurance Cost										
115.0%	110.0%	105.0%	100.0%	95.0%	90.0%	85.0%				
8.39	8.02	7.66	7.30	6.93	6.57	6.20				
4,635,221	4,433,689	4,232,158	4,030,627	3,829,095	3,627,564	3,426,033				
	į									

В. Г	Program C	cost by		C. Total Projected Savings/(Loss)							
	Loss Ra	te	ľ		A. Avoided Contractor Insurance Cost						
L/R*	Rate	Cost		B. Cost	4,635,221	4,433,689	4,232,158	4,030,627	3,829,095	3,627,564	3,426,033
0.00%	4.23	2,339,325		2,339,325	2,295,896	2,094,364	1,892,833	1,691,302	1,489,770	1,288,239	1,086,708
5.00%	4.63	2,556,979		2,556,979	2,078,242	1,876,710	1,675,179	1,473,648	1,272,116	1,070,585	869,054
10.00%	5.02	2,774,633		2,774,633	1,860,588	1,659,057	1,457,525	1,255,994	1,054,463	852,931	651,400
15.00%	5.42	2,992,287		2,992,287	1,642,934	1,441,403	1,239,871	1,038,340	836,809	635,277	433,746
20.00%	5.81	3,209,940		3,209,940	1,425,280	1,223,749	1,022,218	820,686	619,155	417,624	216,092
25.00%	6.20	3,427,594		3,427,594	1,207,626	1,006,095	804,564	603,032	401,501	199,970	(1,562)
30.00%	6.60	3,645,248		3,645,248	989,973	788,441	586,910	385,379	183,847	(17,684)	(219,215)
35.00%	6.99	3,862,902		3,862,902	772,319	570,787	369,256	167,725	(33,807)	(235,338)	(436,869)
40.00%	7.39	4,080,556		4,080,556	554,665	353,134	151,602	(49,929)	(251,460)	(452,992)	(654,523)
45.00%	7.78	4,298,210		4,298,210	337,011	135,480	(66,052)	(267,583)	(469,114)	(670,646)	(872,177)
50.00%	8.17	4,515,863		4,515,863	119,357	(82,174)	(283,705)	(485,237)	(686,768)	(888,299)	(1,089,831)
Max**	8.77	4,845,465		4,845,465	(210,244)	(411,776)	(613,307)	(814,838)	(1,016,370)	(1,217,901)	(1,419,432)

<sup>\*&</sup>quot;Loss Ratio" is based on Contractors Total Expected Premium and provided as a point of reference

<sup>\*\*</sup>Loss and Program Maximums Based on Expected Payroll

#### **Contractors' Insurance Cost Estimate**

 Project Name:
 City of Austin VII RFP

 Contract Value:
 \$400,000,000

 Total Payroll:
 \$68,000,000

 Payroll % of Contract
 17.0%

 Expected Avg Experience Mod Location:
 0.850

 Duration (months):
 60

Part 1: GC/CM Liability	Rate	Premium
General Contractor / Construction Manager Liability (Rate per \$1,000 of Contract Value)	1.750	700,000

Part 2: Subcontractor Liability	Rate	Premium
Subcontractor Liability (Rate per \$100 of Total Payroll)	2.760	1,876,800

Part 3: Workers Compensation

WC Class Code	Description	Payroll % Dist.	Payroll Est. \$	Average Wage Rate	Estimated Work Hours	Average Modified WC Rate	Expected WC Premium
0042	Landscaping	0.000	0	19.42	0	2.96	0
3365	Welding/Cutting	0.000	0	19.42	0	3.01	0
3724	Millwright/Equipment Installation	0.032	2,176,000	19.42	112,049	2.42	52,659
5437	Acoustical Ceiling	0.000	0	19.42	0	3.26	0
5022	Masonry	0.055	3,740,000	19.42	192,585	4.49	167,926
5041	Painting - Metal Structures	0.000	0	19.42	0	3.31	0
5040	Steel Erection-Frame Structures	0.027	1,836,000	19.42	94,542	9.09	166,892
5057	Iron or Steel NOC	0.000	0	19.42	0	3.56	0
5070	Steel - Under 2 Stories	0.000	0	19.42	0	6.56	0
5102	Metal Doors	0.008	544,000	19.42	28,012	3.41	18,550
5102	Equipment Installation	0.000	0	19.42	0	3.41	0
5160	Elevators	0.011	748,000	19.42	38,517	1.87	13,988
5183	Plumbing	0.041	2,788,000	19.42	143,563	2.53	70,536
5183	Sprinklers	0.017	1,156,000	19.42	59,526	2.53	29,247
5190	Electrical Wiring	0.151	10,268,000	19.42	528,733	2.70	277,236
5213	Concrete	0.188	12,784,000	19.42	658,290	3.53	451,275
5220	Concrete Ground Support	0.004	272,000	19.42	14,006	2.58	7,018
5348	Tile/Stone Work	0.007	476,000	19.42	24,511	1.94	9,234
5403	Carpentry	0.029	1,972,000	19.42	101,545	4.18	82,430
5437	Cabinet Work/Interior Trim	0.000	0	19.42	0	3.26	0
5437	Drywall Installation	0.010	680,000	19.42	35,015	3.26	22,168
5462	Glazier Away From Shop	0.030	2,040,000	19.42	105,046	4.16	84,864
5474	Painting or Paper Hanging	0.009	612,000	19.42	31,514	2.93	17,932
5102	Floor Covering	0.000	0	19.42	0	3.41	0
5479	Insulation Work	0.000	0	19.42	0	3.80	0
5474	Plastering	0.025	1,700,000	19.42	87,539	2.93	49,810
5506	Street or Road Paving	0.099	6,732,000	19.42	346,653	4.87	327,848
5536	HVAC Installation and Drivers	0.000	0	19.42	0	2.35	0
5551	Roofing	0.022	1,496,000	19.42	77,034	7.65	114,444
5606	Executive Supervision	0.031	2,108,000	19.42	108,548	0.63	13,280
9014	Construction or Erection Contractor	0.000	0	19.42	0	2.02	0
6003	Pile Driving	0.000	0	19.42	0	3.22	0
6219	Excavation	0.115	7,820,000	19.42	402,678	3.32	259,624
6306	Sewer Construction	0.033	2,244,000	19.42	115,551	5.24	117,586
6219	Conduit Construction	0.000	0	19.42	0	3.32	0
6400	Fence Erection - Metal	0.006	408,000	19.42	21,009	3.64	14,851
7538	Electric Light or Power Line Const	0.000	0	19.42	0	6.42	0
7600	Burglar Alarm Installation	0.009	612,000	19.42	31,514	1.88	11,506
7855	Railroad Construction	0.000	0	19.42	0	3.39	0
8810	Clerical	0.041	2,788,000	19.01	146,660	0.11	3,067
5102	Carpet Installation	0.000	0	19.42	0	3.41	0
9529	Mobile Crane Rental wOperator	0.000	0	19.42	0	2.94	0
Part 2 Tot		1.000	68,000,000	19.40	3,504,640	3.51	2,383,971

Part 4: Total Expected Contractor Cost

Total Expected Rates / Values 1.000 68,000,000		7.30 4,960	0,771
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Part 4: Range of Contractor Credits

Percent of Estimate								
%	Rate	Premium						
115.0%	8.39	5,704,887						
110.0%	8.02	5,456,848						
105.0%	7.66	5,208,810						
100.0%	7.30	4,960,771						
95.0%	6.93	4,712,733						
90.0%	6.57	4,464,694						
85.0%	6.20	4,216,656						

#### **Wrap-Up Cost Projection**

 Project Name:
 City of Austin VII RFP

 Contract Value:
 \$400,000,000

 Total Payroll:
 \$68,000,000

 Payroll % of Contract:
 17.0%

 Expected Avg Experience Mod:
 0.850

Location: Texas

Duration (months): 60

Coverage	Limits
Workers Compensation	Statutory limits WC
·	\$2MM / \$2MM / \$2MM Employer's Liability
	250,000 deductible per occurrence / clash \$375,000
General Liability	\$2MM per occurrence limit
	\$4MM general aggregate limit
	\$4MM completed operations aggregate limit (10 years)
	250,000 deductible per occurrence / clash \$375,000
Excess Liability	\$50MM per occurrence and aggregate

	Payroll	
Fixed Expenses	Rate <sup>1</sup>	\$
Workers Compensation Rate	1.28	870,400
General Liability Rate	1.25	850,000
Assessments/Premium Tax	0.00	0
Total Primary Fixed Expenses	2.53	1,720,400
Lead Excess (\$25 million)	0.73	495,000
2nd Layer Excess (\$25MM xs \$25MM)	0.29	195,000
3rd Layer Excess (Not Requested)	0.00	0
Total Premium	3.54	2,410,400
Marsh Fee ( See Compensation Section)	0.00	0
Sponsor-provided On-Site Loss Control	0.00	0
Total Fixed Cost	3.54	2,410,400

Assessment Calculation					
Basis	Rate				
2,383,971	0.0%				

Loss Costs	Rate	\$
Loss Handling (LCF)	0.08	
Loss Based Assessments (% of losses)	0.0%	
Loss Maximum (at Estimated Payroll)	4.05	2,754,000

Loss Estimates <sup>2</sup>	Loss Rate	Losses	Loss Handling	LBA's	Fixed Costs	Total Cost
5.00% Loss Ratio	0.36	\$248,039	\$19,843	\$0	\$2,410,400	\$2,678,282
10.00% Loss Ratio	0.73	\$496,077	\$39,686	\$0	\$2,410,400	\$2,946,163
15.00% Loss Ratio	1.09	\$744,116	\$59,529	\$0	\$2,410,400	\$3,214,045
20.00% Loss Ratio	1.46	\$992,154	\$79,372	\$0	\$2,410,400	\$3,481,927
25.00% Loss Ratio	1.82	\$1,240,193	\$99,215	\$0	\$2,410,400	\$3,749,808
30.00% Loss Ratio	2.19	\$1,488,231	\$119,059	\$0	\$2,410,400	\$4,017,690
35.00% Loss Ratio	2.55	\$1,736,270	\$138,902	\$0	\$2,410,400	\$4,285,572
40.00% Loss Ratio	2.92	\$1,984,308	\$158,745	\$0	\$2,410,400	\$4,553,453
45.00% Loss Ratio	3.28	\$2,232,347	\$178,588	\$0	\$2,410,400	\$4,821,335
50.00% Loss Ratio	3.65	\$2,480,386	\$198,431	\$0	\$2,410,400	\$5,089,216
55.52% (Program Maximum) <sup>3</sup>	4.05	\$2,754,000	\$220,320	\$0	\$2,410,400	\$5,384,720

<sup>&</sup>lt;sup>1</sup>All values expressed as payroll rates for comparison. Some program costs are fixed or calculated utilizing another basis.

Note that fixed dollar minimums may apply to WC and GL Premiums, and to the Loss Maximum

<sup>&</sup>lt;sup>2</sup>Loss Ratios applied to Contractors Expected Total Premium and provided as a point of reference to Manual Premium

<sup>&</sup>lt;sup>3</sup>Loss and Program Maximums Based on Expected Payroll

# **Projection of Total Savings/Loss**

Project Name: City of Austin VII RFP
Contract Value: \$400,000,000
Total Payroll: \$68,000,000

Avg Experience Mod: 0.85
Location: Texas

**Duration (months):** 60

A. Avoided Contractor Insurance Cost								
115.0%	110.0%	105.0%	100.0%	95.0%	90.0%	85.0%		
8.39	8.02	7.66	7.30	6.93	6.57	6.20		
5,704,887	5,456,848	5,208,810	4,960,771	4,712,733	4,464,694	4,216,656		
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В. Г	Program C	cost by	C. Total Projected Savings/(Loss)							
	Loss Ra	te				A. Avoided (	Contractor Ins	urance Cost		
L/R*	Rate	Cost	B. Cost	5,704,887	5,456,848	5,208,810	4,960,771	4,712,733	4,464,694	4,216,656
0.00%	3.54	2,410,400	2,410,400	3,294,487	3,046,448	2,798,410	2,550,371	2,302,333	2,054,294	1,806,256
5.00%	3.94	2,678,282	2,678,282	3,026,605	2,778,567	2,530,528	2,282,490	2,034,451	1,786,412	1,538,374
10.00%	4.33	2,946,163	2,946,163	2,758,724	2,510,685	2,262,646	2,014,608	1,766,569	1,518,531	1,270,492
15.00%	4.73	3,214,045	3,214,045	2,490,842	2,242,803	1,994,765	1,746,726	1,498,688	1,250,649	1,002,611
20.00%	5.12	3,481,927	3,481,927	2,222,960	1,974,922	1,726,883	1,478,845	1,230,806	982,768	734,729
25.00%	5.51	3,749,808	3,749,808	1,955,079	1,707,040	1,459,002	1,210,963	962,924	714,886	466,847
30.00%	5.91	4,017,690	4,017,690	1,687,197	1,439,158	1,191,120	943,081	695,043	447,004	198,966
35.00%	6.30	4,285,572	4,285,572	1,419,315	1,171,277	923,238	675,200	427,161	179,123	(68,916)
40.00%	6.70	4,553,453	4,553,453	1,151,434	903,395	655,357	407,318	159,279	(88,759)	(336,798)
45.00%	7.09	4,821,335	4,821,335	883,552	635,514	387,475	139,436	(108,602)	(356,641)	(604,679)
50.00%	7.48	5,089,216	5,089,216	615,670	367,632	119,593	(128,445)	(376,484)	(624,522)	(872,561)
Max**	7.92	5,384,720	5,384,720	320,167	72,128	(175,910)	(423,949)	(671,987)	(920,026)	(1,168,064)

<sup>\*&</sup>quot;Loss Ratio" is based on Contractors Total Expected Premium and provided as a point of reference

<sup>\*\*</sup>Loss and Program Maximums Based on Expected Payroll

# City of Austin - ROCIP VII Financial Pro-Forma - CV Conversion Including 15% Mark-Up on Contractor Insurance Cost

Assumptions:		
Estimated Construction Hard Costs		\$ 325,000,000
Estimated Project Payroll	17.0%	\$ 55,250,000
Estimated Construction Term		60 months
WC & GL per occurrence deductible		\$ 250,000
Clash deductible		\$ 375,000
See Notes below		

		Rate	per \$100				
<b>ROCIP Costs (Estimated Rates)</b>	of	Payroll	Rate per \$1000 CV				
Workers' Compensation - Statutory + \$1M E.L. Limits			1.60	\$	2.720	1	\$ 884,000
General Liability - \$2M Occurrence	/ \$4M Aggregate Limit	\$	1.53	\$	2.601	2	\$ 845,325
Excess - \$50mm Limit		\$	1.10	\$	1.877	3	\$ 610,000
Marsh Administration / Management Fee						4	\$ -
Aggregate x			4.20	\$	7.14		\$ 2,320,500
Loss Conversion Factor (LCF)					1.08	5	\$ 185,640
Maximum ROCIP Cost	(=1+2+3+4+5)	\$	8.77	\$	14.909		\$ 4,845,465
Minimum ROCIP Cost (=1+2+3+4)							\$ 2,339,325
Expected Contractor Avoided Insurance Cost			\$8.39			6	\$ 4,635,221

<sup>-</sup> Based on WC filed rates in the state of Texas and expected GL rates

<sup>-</sup> Includes contractor mark-up for overhead and profit at 15%

Losses	Los	s Rate	ROCIP	7 Loss Ratio		S	avings / (Cost)	(= 6-7)
\$ 500,000	\$	0.90	\$ 2,879,325		10.8%	\$	1,755,896	•
\$ 1,000,000	\$	1.81	\$ 3,419,325		21.6%	\$	1,215,896	
\$ 1,500,000	\$	2.71	\$ 3,959,325		32.4%	\$	675,896	
\$ 1,657,500	\$	3.00	\$ 4,129,425		35.8%	\$	505,796	Loss Pick
\$ 2,000,000	\$	3.62	\$ 4,499,325		43.1%	\$	135,896	
\$ 2,250,000	\$	4.07	\$ 4,769,325		48.5%	\$	(134,104)	
\$ 2,320,500	\$	4.20	\$ 4,845,465		50.1%	\$	(210,244)	at Max ROCIP Cost

#### Notes:

- WC & GL premium amounts and the Aggregate amount are auditable based on actual payroll
- Minimum premiums apply (typically 60%-80% of estimated)
- Excess premium is typically flat and not auditable with minimums of 25% to 100%
- This exhibit is a summary of a detailed pro-forma model
- Rates do not include TRIA, loss based assessment or other surcharges
- No risk engineering cost are included
- Refer to the Fee Proposal for the Marsh administration expense (if not included above)

# **City of Austin - ROCIP VII**

## **Financial Pro-Forma - CV Conversion**

# **Including 15% Mark-Up on Contractor Insurance Cost**

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Estimated Construction Hard Costs	\$	400,000,000
Estimated Project Payroll	17.0% \$	68,000,000
Estimated Construction Term		60 months
WC & GL per occurrence deductible	\$	250,000
Clash deductible	\$	375,000
See Notes below		

		Rate p	er \$100 of			
ROCIP Costs (Estimated Rates)	P	ayroll	Rate per	\$1000 CV		
Workers' Compensation - Statutory + \$1M E.L. Li	mits	\$	1.28	\$	2.176 1	\$ 870,400
General Liability - \$2M Occurrence / \$4M Aggreg	ate Limit	\$	1.25	\$	2.125 2	\$ 850,000
Excess - \$50mm Limit		\$	1.01	\$	1.725 3	\$ 690,000
Marsh Administration / Management Fee					4	\$ -
Aggregate x		\$	4.05	\$	6.89	\$ 2,754,000
Loss Conversion Factor (LCF)				-	1.08 5	\$ 220,320
Maximum ROCIP Cost	(=1+2+3+4+5)	\$	7.92	\$	13.462	\$ 5,384,720
Minimum ROCIP Cost	(=1+2+3+4)					\$ 2,410,400
Expected Contractor Avoided Insurance Cost			\$8.39	\$	14.26 6	\$ 5,704,887

- Based on WC filed rates in the state of Texas and expected GL rates
- Includes contractor mark-up for overhead and profit at 15%

Losses	Los	ss Rate	ROCIP	7	Loss Ratio	Sa	vings / (Cost)	(= 6-7)
\$ 500,000	\$	0.74	\$ 2,950,400	-	8.8%	\$	2,754,487	•
\$ 1,000,000	\$	1.47	\$ 3,490,400		17.5%	\$	2,214,487	
\$ 1,500,000	\$	2.21	\$ 4,030,400		26.3%	\$	1,674,487	
\$ 1,870,000	\$	2.75	\$ 4,430,000		32.8%	\$	1,274,887	Loss Pick
\$ 2,000,000	\$	2.94	\$ 4,570,400		35.1%	\$	1,134,487	
\$ 2,500,000	\$	3.68	\$ 5,110,400		43.8%	\$	594,487	
\$ 2,754,000	\$	4.05	\$ 5,384,720		48.3%	\$	320,167	at Max ROCIP Cost

#### Notes:

- WC & GL premium amounts and the Aggregate amount are auditable based on actual payroll or CV
- Minimum premiums apply (typically 60% to 80% of estimated)
- Excess premium is typically flat and not auditable with minimums of 25% to 100%
- This exhibit is a summary of a detailed pro-forma model
- Rates do not include TRIA, loss based assessment or other surcharges
- No risk engineering cost are included
- Refer to the Fee Proposal for the Marsh administration expense (if not included above)



#### APPENDIX D



# > LOCAL BUSINESS/LIVING WAGES/ NONRESIDENT BIDDER PROVISIONS

- 0605
- 0815
- 0835
- 0900

#### Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

#### \*USE ADDITIONAL PAGES AS NECESSARY\*

#### OFFEROR:

Name of Local Firm	Marsh USA Inc.						
Physical Address	1717 Main Street, Suite 4400, Dallas, TX United States 75201-7357						
Is your headquarters located in the Corporate City Limits? (circle one)	Yes ✓	No					
or							
Has your branch office been located in the Corporate City Limits for the last 5 years?							
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No					

#### SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No
SUBCONTRACTOR(S):		
Name of Local Firm	n/a	
Physical Address Is your headquarters located in the Corporate City Limits? (circle one)	n/a Yes	No 🗍
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

### Section 0815: Living Wages Contractor Certification

Company Name	Marsh USA Inc.		
Company Hanne			

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$13.03 per hour.

The below listed employees of the Contractor who are directly assigned to this contract are compensated at wage rates equal to or greater than \$13.03 per hour.

Employee Name	Employee Job Title
John Egan	Senior Vice President
Stanley Bratton	Senior Vice President
Cindy Gibbens	Vice President
Kevin McClelland	Vice President
Robert Helm	Senior Vice President
Andrew Canning	Senior Vice President

### \*USE ADDITIONAL PAGES AS NECESSARY\*

- All future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$13.03 per hour.
- (2) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each affected employee the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision or fraudulent statements made on this certification may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment, or result in legal action.

### Section 0835: Non-Resident Bidder Provisions

npa	pany Name Marsh USA Inc.	
A.	A. Bidder must answer the following questions in accord Government Code 2252.002, as amended:	dance with Vernon's Texas Statues and Codes Annotated
	Is the Bidder that is making and submitting this Bid a "R	tesident Bidder" or a "non-resident Bidder"?
	Answer:	
	<ul> <li>(1) Texas Resident Bidder- A Bidder whose principle plustimate parent company or majority owner has its plustimate.</li> <li>(2) Nonresident Bidder- A Bidder who is not a Texas Resident.</li> </ul>	
B.	is located, have a law requiring a Nonresident Bidder of	n which the Nonresident Bidder's principal place of business if that state to bid a certain amount or percentage under the onresident Bidder of that state to be awarded a Contract on
	Answer: V	Vhich State:
C.	C. If the answer to Question B is "yes", then what amount bid price of a Resident Bidder of that state in order to be	or percentage must a Texas Resident Bidder bid under the awarded a Contract on such bid in said state?
	Answer:	

### Section 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form

SOLICITATION NUMBER: RFP 5800 TLF0301

PROJECT NAME:	INSURANCE BROKER OF RECORD AND ADMINISTRAT	OR SERVICES FOR ROLLING CONTROLLE
•	s determined that no goals are appropriate for this pro Bidder/Proposer is required to comply with the City's Mintified.	
or if supplies or material Bidder/Proposer shall of ist of MBE and WBE fi also make a Good Faith he listed MBE and Wi	d to perform the Contract and the Bidder/Proposer does not als are required and the Bidder/Proposer does not have the contact the Small and Minority Business Resources Departires available to perform the service or provide the supplementary of the service of the supplementary of the service of the supplementary of the service of the service of the supplementary of the service of the supplementary of the service of the service of the supplementary of the service of th	ne supplies or materials in its inventory, the iment (SMBR) at (512) 974-7600 to obtain a ies or materials. The Bidder/Proposer must forts include but are not limited to contacting tract, using MBE and WBE firms that have
	et qualifications, and are competitive in the market; and do	
	ease sign the No Goals Form and submit it with your	
Faith Ef	please contact SMBR to obtain further instructions and fforts. Complete and submit the No Goals Form and the	
Yes Faith End/Pro  After Contract award Faith Efforts and the completed Plan to the		e No Goals Utilization Plan with your  ct, it is a requirement to complete Good sub-consultant, or supplier. Return the
After Contract award Faith Efforts and the completed Plan to the I understand that every program if subcontract.	fforts. Complete and submit the No Goals Form and the posal in a sealed envelope.  , if your firm subcontracts any portion of the Contract No Goals Utilization Plan, listing any subcontractor, a Project Manager or the Contract Manager.	e No Goals Utilization Plan with your  ct, it is a requirement to complete Good sub-consultant, or supplier. Return the
After Contract award Faith Efforts and the completed Plan to the I understand that every program if subcontract.	forts. Complete and submit the No Goals Form and the posal in a sealed envelope.  , if your firm subcontracts any portion of the Contract No Goals Utilization Plan, listing any subcontractor, a Project Manager or the Contract Manager.  ven though goals were not assigned, I must comply facting areas are identified. I agree that this No Goals	e No Goals Utilization Plan with your  ct, it is a requirement to complete Good sub-consultant, or supplier. Return the
Faith Ef Bid/Pro  After Contract award Faith Efforts and the completed Plan to the I understand that efforts are program if subcontract become a part of my	forts. Complete and submit the No Goals Form and the posal in a sealed envelope.  if your firm subcontracts any portion of the Contract No Goals Utilization Plan, listing any subcontractor, a Project Manager or the Contract Manager.  ven though goals were not assigned, I must comply acting areas are identified. I agree that this No Goals of Contract with the City of Austin.	e No Goals Utilization Plan with your  ct, it is a requirement to complete Good sub-consultant, or supplier. Return the
Faith Ef Bid/Pro  After Contract award, Faith Efforts and the completed Plan to the Program if subcontribecome a part of my Marsh USA Inc.  Company Name  John Egan, Senior Vice F	forts. Complete and submit the No Goals Form and the posal in a sealed envelope.  if your firm subcontracts any portion of the Contract No Goals Utilization Plan, listing any subcontractor, a Project Manager or the Contract Manager.  ven though goals were not assigned, I must comply acting areas are identified. I agree that this No Goals of Contract with the City of Austin.	e No Goals Utilization Plan with your  ct, it is a requirement to complete Good sub-consultant, or supplier. Return the

### **APPENDIX E**



## **CERTIFICATIONS**

- ▶ Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Certification.
- Non-Suspension or Debarment Certification.
- ▶ Equal Employment/Fair Housing Office Non-Discrimination Certification.

# CITY OF AUSTIN, TEXAS SECTION 0810 NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION

The term "Offeror", as used in this document, includes the individual or business entity submitting the Offer. For the purpose of this Affidavit, an Offeror includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and any person or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

- 1. Anti-Collusion Statement. The Offeror has not in any way directly or indirectly:
  - a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
  - b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.
- 2. Preparation of Solicitation and Contract Documents. The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
- 3. Participation in Decision Making Process. The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract no individual, agent, representative, consultant, subcontractor, or sub-consultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
- 4, Present Knowledge. Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.
- 5. City Code. As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.
- 6. Chapter 176 Conflict of Interest Disclosure. In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:
  - a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;

- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$100 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that City is considering doing business with the Offeror. and
- does not have a family relationship with a local government officer of the City in the third degree of consanguinity or the second degree of affinity.
- 7. As required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7th) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

http://www.austintexas.gov/department/conflict-interest-questionnaire

There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation with any solicitation responses on separate pages to be annexed hereto.

8. Anti-Lobbying Ordinance. As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a City official or to a City employee, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

Section 0810, Non-Collusion,

Non-Conflict of Interest, and Anti-Lobbying Certification

JOHN J. EGAN

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Revised 12/22/15

# City of Austin, Texas Section 0805 NON-SUSPENSION OR DEBARMENT CERTIFICATION

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

JOHN T. EGAN

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# City of Austin, Texas Section 0800 EQUAL EMPLOYMENT/FAIR HOUSING OFFICE NON-DISCRIMINATION CERTIFICATION

City of Austin, Texas Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
  - (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
  - (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
  - (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
  - (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
  - (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
  - (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

## City of Austin Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion,

recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

#### Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

### Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

JOHN T. EGAI

### **APPENDIX F**



# > ADDENDUMS

• Addendums: 1, 2, 3, 4, 5.



Solicitation: RFP 5800 TLF0301 Addendum No: 1 Date of Addendum: 06/22/16

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Additional Information: The optional call-in number for the pre-bid conference is (512) 974-9300, participant code 464410.

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

Tracy Franklin, Corporate Contract Administrator Purchasing Office, (512) 974-2034

ACKNOWLEDGED BY:

Authorized Signature

Authorized Signature

The purchasing Office, City Of Austin, With YOUR RESPONSE OR PRIOR TO THE SOLICIATION CLOSING DATE, FAILURE TO DO SO MAY

CONSTITUTE GROUNDS FOR REJECTION.



Addendum No: 2 Solicitation: RFP 5800 TLF0301 Date of Addendum: 06/23/16 This addendum is to incorporate the following changes to the above referenced solicitation: 1. Additional Information: The time of the pre-proposal conference has been changed to 12:00 noon. The date and location have not changed. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME. 11. 6/23/16 APPROVED BY: Tracy Franklin, Corporate Contract Administrator Date Purchasing Office, (512) 974-2034 ACKNOWLEDGED BY: Name SENIOR VICE PRESIDENT MARSH

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICIATION CLOSING DATE. FAILURE TO DO SO MAY

CONSTITUTE GROUNDS FOR REJECTION.



Solid	citation: RFP 5800 TLF0301	Addendum No: 4	Date of Addendum: 07/11/16
This	addendum is to incorporate the foll	owing changes to the above re	eferenced solicitation:
l.	Clarification: Attachment 1 is re Seaholm Cooling Plant – 812 We		d end date to August 2019 for the AE
11.	ALL OTHER TERMS AND CON	DITIONS REMAIN THE SAME	la de la companya de
APP	ROVED BY: Tracy Franklin, Corpore Purchasing Office, (51	rate Contract Administrator 2) 974-2034	Date
ACK Vo	NOWLEDGED BY:  HIN) I EGAN  NARSH	thorized Signature	7/11/16 Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



Solicitation: RFP 5800 TLF0301 Addendum No: 3 Date of Addendum: 07/06/16

This addendum is to incorporate the following changes to the above referenced solicitation:

- I. Additional Information:
  - A. The attendee for the Pre-Proposal Conference is attached.
  - B. Handouts provided by the Small and Minority Business Resources Department at the Pre-Proposal Conference are attached.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME. 11.

APPROVED BY

Tracy Franklin, Corporate Contract Administrator

Purchasing Office, (512) 974-2034

ACKNOWLEDGED BY:

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.

# ROCIP VII Insurance Broker of Record and Admin. Services RFP 5800 TLF0301 July 5, 2016 Good Faith Effort Requirements

**POLICY:** The City of Austin and its contractors shall not discriminate on the basis of race, color, national origin, disability, or gender in the performance of contracts.

### COUNTING PARTICIPATION (2-9C-20)

Listing City certified firms on the MBE/WBE No Goal Utilization Plan means that firms agree to both the price and scope of work. The MBE/WBE No Goal Utilization Plan shall list <u>all firms</u> that will participate on the contract.

- Only City of Austin certified MBE/WBE firms will be counted.
- Certified MBE/WBE firms may count their own participation, less any amount subcontracted.
- Use only the base bid amount or the proposal amount to calculate your MBE/WBE participation.

## ALL BIDDERS MUST PROVIDE GOOD FAITH EFFORT DOCUMENTATION IF NON-MBE/WBE FIRMS ARE IDENTIFIED ON THE MBE/WBE NO GOAL UTILIZATION PLAN.

### GOOD FAITH EFFORTS - NO GOAL PROJECTS (ONLY)

The City has determined that no goals are appropriate for this project. Even though no goals have been established, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program if areas of subcontracting are identified. If any service is needed to perform work on the contract and the Bidder does not perform the service with its own workforce and the Bidder does not have the supplies or materials in its inventory, the Bidder shall contact the Small & Minority Business Resources Department at (512) 974-7600 to obtain a list of MBEs and WBEs to perform the service or provide the supplies or materials. The Bidder must make a good faith effort to use available MBE and WBE firms.

### At a minimum, the following should be submitted to support Good Faith Effort documentation:

- Solicitation sent to MBE/WBE firms in the Significant Local Business Presence (SLBP 5 Counties include Travis, Hays, Williamson, Bastrop, and Caldwell) identified on the availability list for subcontracting opportunities not less than <u>7 business days</u> prior to bid date. Notices must be sent using two separate reasonable, available, and verifiable methods (e.g. email, fax, mail, or phone).
  - Such as evidence of written notice includes copy of letters (solicitation notice) that was sent by email, fax, or mail.
  - Such as evidence of two separate methods used to notify MBE/WBEs include fax logs, email confirmations, copies of stamped envelopes/hand-delivered and/or phone logs (Phone contacts, alone, will not be sufficient.)
- Written correspondence to certified vendors should include names, addresses, and other identifying information including your company's phone number, contact person, where to locate plans and specifications; and due date for responding.
- Take appropriate steps to follow up the initial solicitation with interested MBEs or WBEs.
  - Submit copies of written responses from all respondents to your solicitation.
  - If interested MBEs or WBEs responded, document follow up on log of contacts and include date and contact information
- Publish notice in a local publication such as newspaper, trade association publication, or via electronic/social media.

- Bidder/proposer must state a specific and verifiable reason for not contacting each certified firm with a SLBP.
  - If MBEs and WBEs were not sent solicitation notices, document reason on log of contacts.
- Negotiate in good faith with interested MBEs and WBEs.
  - If negotiated in good faith with interested MBEs and WBEs, document results on log of contacts.
- Contact SMBR for assistance (i.e. additional scopes identified or assistance with MBE/WBE Program requirements).
- Not rejecting MBEs or WBEs as being unqualified without sound reasons.
- Seeking the services of available minority and women community organizations
  - Documentation of contacts with trade associations and Chambers of Commerce.
- □ Selecting portions of the work that will increase the likelihood that the MBE/WBE goals will be met.

### The following additional Good Faith Efforts factors may also be considered:

- ☐ Efforts to assist MBE/WBEs in bonding, insurance, and financing where appropriate.
  - If assistance was provided, document in log of contacts.
  - Efforts to assist MBE/WBEs in obtaining necessary equipment, supplies, and materials.
    - If assistance was provided, document in log of contacts.

In assessing minimum good faith efforts, SMBR may consider the performance of other Bidder/Proposers successfully meeting the goals.

FAILURE TO COMPLY WITH THE MBE/WBE PROCUREMENT ORDINANCE WILL RESULT IN REJECTION OF YOUR COMPLIANCE PLAN



### SMBR's Plan Room

The City of Austin's Small & Minority Business Resources (SMBR) Department has a Plan room for viewing City of Austin project plans and specifications as well as other local, private, and public sector jobs. In addition, SMBR and McGraw-Hill Dodge have partnered to provide contractors up-to-date construction project information, plans and specification through the Internet. Projects include public and private sector opportunities in 100 South and Central Texas counties.

Where is the Plan Room? It's located at the offices of SMBR 4201 Ed Bluestein Blvd. Austin, TX 78721

### How much will it cost?

There are no fees to access the information. There are minimal fees for copying and printing of plan and specification sheets.

### What are my next steps?

Attend a free one-hour orientation session to learn how to operate the on-line service. Contact Genia Browder at (512) 974-7799 to make an appointment or for more information.

For more information or to view a list of projects currently available in the Plan Room visit website at www.austintexas.gov/smbr under the Plan Room projects.

### BONDING

SMBR's Bonding Financial Consultant is available to educate and assist vendors with Bonding. Luke Ortega Luper can be reached at 512-974-7733 or by email at <a href="mailto:Luke.Luper@austintexas.gov">Luke.Luper@austintexas.gov</a>. Keep in mind that SMBR does not issue bonds; however, we do provide our bonding resource program as a free and confidential service to our business owners.



Solicitation: RFP 5800 TLF0301 Addendum No: 5 Date of Addendum: 07/11/16

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Additional Information: A revised attendee list for the Pre-Proposal Conference is attached.

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

Tracy Franklin, Corporate Contract Administrator Purchasing Office, (512) 974-2034

ACKNOWLEDGED BY:

TOHW TEGAN

Authorized Signature

7//3//6
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY

CONSTITUTE GROUNDS FOR REJECTION.



### APPENDIX G



# > SAMPLE ROCIP MONTHLY STATUS REPORT

- MWRAP



# SAMPLE

# (INSERT CLIENT NAME)

### **ROCIP MONTHLY STATUS REPORT**

VALUED AS OF (INSERT DATE)

### **CONTENTS**

1.	(Insert Program Name) Program Plan Overview	. 1
2.	Financial Summary	. 2
	Construction Values	. 3
	Completed Projects	. 4
4.	(Insert Program Name) All Projects	. 5
	Open Items	. 6
	Claims	. 7

### 1 (Insert Program Name) Program Plan Overview

Estimated Construction Val	ue/Hard Costs (CV): \$
Estimated Workers Compe	nsation Payroll: \$
Program Term:	to

Total Fixed Costs (Per \$1000 CV):

	Rate	Premium
Workers Compensation	TBD	\$TBD
General Liability	TBD	\$TBD
Terrorism – TRIA	TBD	\$TBD
(rate based on WC/GLPer 100 of payroll)		
Excess/Umbrella WC/GL	TBD	\$TBD
Total Fixed ROCIP Costs:		\$TBD
Maximum Loss (Per \$1000 CV):		
Loss aggregate (Primary WC/GL)	TBD	\$TBD
Loss Conversion Factor	TBD	\$TBD
		\$TBD
Total Maximum ROCIP Cost		\$TBD

# 2 Financial Summary

### **Construction Values**

Projected Total Dollar Volume of Contracts in ROCIP	
Projected Total Dollar Volume of Labor in ROCIP (%)	\$TBD

### **Claim Values**

Total Incurred Losses to Date	\$TBD
Allocated Loss Adjustment Expense	\$TBD
Limited Incurred Losses	\$TBD
Unallocated Loss Adjustment Expense	\$TBD

<sup>\*</sup>Occurrences capped at \$(insert deductible amount)

### **Completed Projects** \_ Values as of (insert date)

Project Name:	
Construction Value:	\$ TBD
Reported Payroll:	\$ TBD
Percent of Payroll to C	Construction Value: TBD%
Open Market Premiun	n: \$ TBD
Incurred Losses:	\$ TBD
Estimated Loss Ratio:	%
Project Name:	
Construction Value:	\$ TBD
Reported Payroll:	\$ TBD
Percent of Payroll to C	Construction Value:%
Open Market Premiun	n: \$ TBD
Incurred Losses:	\$ TBD
Estimated Loss Ratio:	%

Includes all projects that have been completed and audited Occurrences capped at \$(insert deductible amount)

PROJECT(S) REMOVED FROM ROCIP (if any)

\$ TBD Construction Value

### **ROCIP All Projects**

Values as of (insert date)

A. Construction Value of Projects Enrolled: \$TBD

Payroll Reported to Date: \$TBD % Payroll to CV: TBD%

Man Hours Reported to Date: TBD

Adjusted Const Value of Projects Enrolled: \$TBD

Adjusted % Payroll to CV:

B. Total Projects: TBD

C. # Contractors Participating: TBD

No. of Contractors with No Offsite WC:

TBD%

(incl. all minority and non-minority contractors)

African American

Minority Participation (Program Inception to Date) TBD%

Asian American TBD%

Hispanic TBD%

Native American TBD%

Woman-Owned TBD%

Hispanic/Woman-Owned TBD%

Other TBD%

Formula: Construction value for minority group and divide by the program Construction Value

(Insert Client Name) (Insert Program Name) Monthly Meeting Minute Date: (Insert Meeting Dat Begin: TBD AM End: TBD AM Meeting Location: (Insert Info)	te)	Team Members: Insert names		Present: Insert attendee names	Absent: Insert atte	ndee nar	mes
Agenda Item	Outcome		Follow Up/A	ction Plan	Assigned 1	Го:	Date Due
Monthly Report Review							
Safety Report Review							
Claim Report							
Project Status Review	]		]		]		
General Discussion							
New Business							
Next Meeting Date: (Insert Date)							

7

\_\_\_\_\_\_

**Marsh Meeting Attendance Recap:** 

Pre-Bid/Pre-Construction meeting(s).

List each one – Date/Meeting Type/Project Description

Scheduled upcoming (if any).

List each one – Date/Meeting Type/Project Description

### **NET COST SAVINGS REPORT**

MARSH

(Provided to specific recipients in excel format under separate cover as it contains sensitive financial information not for full distribution. Can be tailored for each client.



### **APPENDIX H**



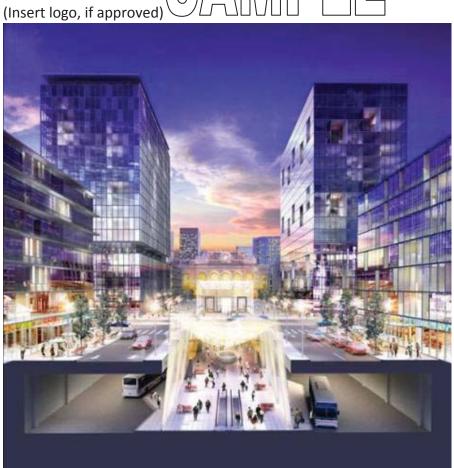
# > SAMPLE FINAL STEWARDSHIP REPORT – **MWRAP**

(INSERT DATE/YEAR)

# FINAL STEWARDSHIP REPORT

(INSERT SPONSOR/CLIENT NAME)

ved) SAMPIE



(photo optional; specific to program/client with their approval)



# Final ROCIP Stewardship Report - Table of Contents

Se	Page #			
1.	<b>Executive Summary</b> Error! Bookmark not defined.			
2.	Insurance Overview6			
3.	<b>ROCIP Administration</b> Error! Bookmark not defined.			
4.	Safety / Loss Control			
5.	Claims Management Error! Bookmark not defined.			
6.	Financial Results14			
Αt	tachments:			
<b>&gt; &gt; &gt; &gt;</b>	Final Net Cost Savings Report Enrollment Log with Closeout Noted Excluded Log for non-OCIP vendors/suppliers/subcontractors Closeout Report with Bid Deducts Workhours Report Final Audit – Payroll and Program Cost – (Insert Carrier)			
	Insert Carrier) Claim Report			



### **APPENDIX I**



### **CONTRACT EXCEPTIONS**

Please see the following pages for a list of contract exceptions we typically ask to negotiate during a contracting process. We respectfully ask the City to enter in a contract negotiation process with Marsh so that we can reach mutually agreeable terms and conditions. We currently have an acceptable contract with the City for Phase VI ROCIP and we anticipate no problems in executing a contract for Phase VII ROCIP.

The following are proposed modifications to the m	aterials provided by	(the "Client") in connection
with the Request for Proposal No	relating to [Risk Management Brokerage	e Services]. Marsh USA Inc.
("We" or "Marsh") is willing to discuss and conside	er alternatives that are mutually acceptal	ble to Marsh and Client.

### SUPPLEMENTAL PURCHASE **PROVISIONS**

#### PROPOSED CLARIFICATIONS

Section 2 Insurance Marsh is covered under a comprehensive insurance program designed by Marsh & McLennan Companies, Inc. ("MMC"), its ultimate parent company. The insurance program provides limits of coverage that meet or exceed usual and customary standards of insurance for similar firms insuring similar risks. Should Marsh be awarded the work pursuant to this RFP, the specific insurance requirements in connection with this engagement will be subject to review by MMC's Risk Management department.

Section 4 B

Marsh does not accept credit cards.

**Invoices and Payments** 

Section 5

Liquidated Damages

Marsh proposes that this provision be deleted.

Section 8

Marsh proposes that this provision be deleted.

Non-Solicitation Scope of Work

Section 5.8 To be negotiated. Section 6.1.10 To be negotiated. Section 6.3.19 To be negotiated.

**Performance Guarantees** To be negotiated.

**Standard Purchase Terms** and Conditions

Section 12 E Invoices

In certain cases, insurance placements that Marsh makes on the Client's behalf may require the payment of insurance premium taxes (including U.S. federal excise taxes), sales taxes, use taxes, surplus or excess lines and similar taxes and/or fees to federal, state or foreign regulators, boards or associations. The Client will pay such taxes and fees, whenever assessed. Any such taxes and fees collected by Marsh will be promptly remitted by Marsh to the appropriate

authorities.

Section 13 Marsh proposes Sections D ii, iv, v and vii be deleted.

**Payment** 

Section 15 Marsh proposes Section B ii be deleted.

Final Payment and Close-Out

Section 17 Right to Audit Any audit shall be upon reasonable advance notice, during ordinary business hours and subject to, and limited by, reasonable and appropriate confidentiality obligations and reasonable scope limitations which may be required to protect the confidential and proprietary nature Marsh's operations and the shared nature of systems which may be used to provide the Services.

Section 19 Warranty-Price Marsh proposes Sections A and C be deleted.

Section 22

Marsh proposes Section B be deleted as it is not applicable to ROCIP services.

Warranty - Services

Section 23 Acceptance of Incomplete or Marsh proposes this Section be deleted.

Non-conforming Deliverables Section 27

**Termination for Cause** 

Section 28

Marsh will not pay for another broker to perform the services.

Marsh will have the right to terminate its agreement with the Client upon appropriate notice to the Client

**Termination without Cause** 

Section 31

Marsh will indemnify the Client only against third party liabilities and only to the extent they arise out of Marsh's negligent acts or omissions or wilful misconduct in connection with Marsh's services for the Client or Marsh's breach of its

agreement with the Client.

Management department

Section 32 Insurance

Indemnity

Marsh is covered under a comprehensive insurance program designed by Marsh & McLennan Companies, Inc. ("MMC"), its ultimate parent company. The insurance program provides limits of coverage that meet or exceed usual and customary standards of insurance for similar firms insuring similar risks. Should Marsh be awarded the work pursuant to this RFP, the specific insurance requirements in connection with this engagement will be subject to review by MMC's Risk

Section 37 Confidentiality We propose that Marsh be permitted to retain copies of Confidential Information in accordance with its records retention requirements, but subject to its confidentiality obligations. We propose clarifying that Marsh may disclose Confidential Information in furtherance of services rendered by Marsh to Client, which may include the release to insurers and other financial institutions of Confidential Information relevant to the underwriting and/or evaluation of Client's risks and the processing of its claims.

We propose that Marsh's obligations of confidentiality not apply to information that is available or becomes available in the public domain, already known to Marsh, developed independently by Marsh or received by Marsh from a third party, required to be disclosed by law, or following the lapse of two years after disclosure to Marsh.

Section 50 Invalidity Marsh proposes the following language replace the current language:

"Severability. It is the intent of the parties that the provisions of this Agreement shall be enforced to the fullest extent permitted by applicable law. To the extent that the terms set forth in this Agreement or any word, phrase, clause or sentence is found to be illegal or unenforceable for any reason, such word, phrase, clause or sentence shall be modified or deleted in such manner so as to afford the party for whose benefit it was intended the fullest benefit commensurate with making this Agreement, as modified, enforceable, and the balance of this Agreement shall not be affected thereby, the balance being construed as severable and independent."

#### **Additional Terms**

In addition, we propose including provisions substantially similar to the following:

"Responsibilities of the Client. The Client shall be solely responsible for the accuracy and completeness of information and other documents furnished to Marsh and/or insurers by the Client and the Client shall sign any required application for insurance. The Client recognizes and agrees that all insurance coverages placed in connection with this Contract and all services, evaluations, reports and recommendations provided by Marsh are based on data and information furnished by the Client. Marsh will be under no obligation to investigate or verify the completeness or accuracy of any such data or information, nor will Marsh have any liability for any errors, deficiencies or omissions in any services, evaluations, reports or recommendations provided to, or any insurance coverages placed on behalf of, the Client that are based on such inaccurate or incomplete data or information. The Client understands that the failure to provide all necessary information to an insurer, whether intentional or by error, could result in the impairment or voiding of coverage."

"Intermediaries. When in Marsh's professional judgment it is necessary or appropriate and subject to the Client's prior approval, Marsh may utilize the services of other intermediaries, including wholesale brokers, to assist in the marketing of the Client's insurance. Such intermediaries may be affiliates of Marsh."

"Disclaimers. (a) Marsh does not speak for any insurer, is not bound to utilize any particular insurer and does not have the authority to make binding commitments on behalf of any insurer, except under special circumstance which Marsh shall always endeavor to make known to the Client. Marsh shall not be responsible for the solvency of any insurer or its ability or willingness to pay claims, return premiums or other financial obligations. Marsh does not guarantee or make any representation or warranty that insurance can be placed on terms acceptable to the Client [or that policies will be issued or delivered in a specified time frame]. The Client acknowledges that, in performing Services, Marsh and its affiliates are not acting as a fiduciary for the Client, except to the extent required by applicable law. Any reports or advice provided by Marsh should not be relied upon as accounting, legal, regulatory or tax advice. In all instances, Marsh recommends that the Client seek your own advice on such matters from professional accounting, legal, regulatory and tax advisors."

- (b) If Marsh has taken over any existing program or policies implemented by another broker, Marsh will not assume any responsibility for the adequacy or effectiveness of those programs or policies or any acts or omissions occurring prior to Marsh's engagement. Within a reasonable time, Marsh will have completed a review of such programs and policies and will make recommendations it believes are necessary."
- (c) Any loss control services and/or surveys performed by Marsh under this Contract are advisory in nature. Such services are limited in scope and do not constitute a safety inspection as provided by a safety engineering service. Marsh does not claim to find or include every loss potential, hazard, statutory or code violation or violation of good practice. All surveys and reports are based upon conditions observed and information supplied by the Client. Marsh does not expressly or impliedly guarantee or warrant in any way the safety of any site or operation or that

the Client or any of its sites or operations is in compliance with federal, state or local laws, codes, statutes, ordinances or recommendations.

- (d) Marsh is not authorized to practice law and none of Marsh's advice or services shall be construed as, or a substitute for, legal advice. Marsh's services may include advice and recommendations; however all decisions in connection with the implementation of such advice and recommendations shall be the sole responsibility of, and made by, Client."
- (e) Marsh may provide to the Client information and services related to insurance regulatory and insurance tax issues relating to the Client's insurance program. Any reports or advice provided by Marsh will be based on publicly available information and Marsh's experience as an insurance broker and risk consultant in dealing with such matters for other clients and should not be relied upon as accounting, regulatory or tax advice. In all instances, Marsh recommends that the Client seek its own advice on accounting, regulatory and tax matters from professional legal and tax advisers.
- (f) Marsh may provide the Client with modeling and/or business analytics services, including hazard loss and catastrophe modeling, loss forecasting and triangles, adverse event simulation, scenario and portfolio risk analysis, decision mapping, risk bearing and risk retention tolerance analysis and insurance program evaluation analysis ("Modeling and Analytics"). Modeling and Analytics services will be based upon a number of assumptions, conditions and factors. If any of them or any information provided to Marsh are inaccurate or incomplete or should change, the Modeling and Analytics provided by Marsh could be materially affected. These services are subject to inherent uncertainty, and actual results may differ materially from that projected by Marsh. They are provided solely for the Client's benefit, and do not constitute, and are not intended to be a substitute for, actuarial, accounting or legal advice. Marsh shall have no liability to any third party in connection with these services or to the Client with regard to any services performed or provided by a third party. Except to the Client's insurers in connection with the placement of coverage by Marsh, the Client shall not share any of Marsh's Modeling and Analytics work product with a third party without Marsh's prior written consent."

"Limitation of Liability. In no event shall either party be liable for any indirect, special, incidental, consequential or punitive damages or for any lost profits arising out of or relating to any services provided by Marsh or its affiliates. The aggregate liability of Marsh, its affiliates and its and their employees to the Client arising out of or relating to the provision of services by Marsh or its affiliates shall not exceed \$10 million. This provision applies to the fullest extent permitted by applicable law and to all causes of action, including, without limitation, breach of contract, breach of warranty, negligence, strict liability, misrepresentation and other torts."

"Jury Waiver. Each party, on behalf of itself and its affiliates, to the fullest extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury in any action or other legal proceeding arising out of or relating to this Agreement or any services provided by Marsh or its affiliates. The waiver applies to any action or legal proceeding, whether sounding in contract, tort or otherwise. Each party, on behalf of itself and its affiliates, also agrees not to include any employee, officer or director of the other party or its affiliates as a party in any such action or proceeding."

"Proprietary Materials.

All documents, materials, and computer software used by or developed by or for Marsh, including but not limited to:

Risk information systems including MWrap;

- Financial analyses and model;
- ▶ Templates of Wrap-Up Program/Insurance, claim, and safety manuals;
- Wrap-Up related bid documents;
- Insurance deduction management plan;
- Stewardship/management report templates;
- Underwriting specifications;

shall be deemed proprietary to Marsh and remain the sole property of Marsh."

### **Definitive Contract**

Prior to the commencement of any work in connection with this RFP, Marsh will work with Client to arrive at a mutually acceptable service agreement. Marsh's performance of services for Client is subject to the negotiation and execution of such an agreement, the terms and scope of services of which may vary from the terms contained in this RFP.

### Section 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form

SOLICITATION NUMBE	R: RFP 5800 TLF0301			
PROJECT NAME:	INSURANCE BROKER OF RECORD AND ADMINISTRATO	OR SERVICES FOR ROLLING CONTROLLE		
-	determined that no goals are appropriate for this projict idder/Proposer is required to comply with the City's MB ied.			
or if supplies or materials Bidder/Proposer shall con list of MBE and WBE firm also make a Good Faith E the listed MBE and WBE	o perform the Contract and the Bidder/Proposer does not are required and the Bidder/Proposer does not have the stact the Small and Minority Business Resources Departres available to perform the service or provide the supplies front to use available MBE and WBE firms. Good Faith Efficients to solicit their interest in performing on the Continualifications, and are competitive in the market; and does not be supplied to the suppl	e supplies or materials in its inventory, the ment (SMBR) at (512) 974-7600 to obtain a es or materials. The Bidder/Proposer must orts include but are not limited to contacting ract, using MBE and WBE firms that have		
	sub-consultants or suppliers be used to perform port			
No ✓ If no, plea	se sign the No Goals Form and submit it with your B	id/Proposal in a sealed envelope		
If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.				
Faith Efforts and the N	f your firm subcontracts any portion of the Contrac o Goals Utilization Plan, listing any subcontractor, roject Manager or the Contract Manager.	하게 그렇게 막게 하는 아이가 되어 하면 맛있다면 하셨다. 나에 가장에 하셨어요? 그리고 아이를 하면 하셨다면 하게 되었다면 하는 사람이 없다.		
Program if subcontrac	n though goals were not assigned, I must comply sting areas are identified. I agree that this No Goals I contract with the City of Austin.			
Company Name		_		
John Egan, Senior Vice Pre	esident			
Name and Title of Auth	COMM TOHN T. EGAN	07/19/2016		
Signature		Date		



### **GOAL DETERMINATION REQUEST FORM**

Buyer Name/Phone	Tracy Franklin/42034	PM Name/Phone	Leslie Milvo/43245			
Sponsor/User Dept. Human Resources		Sponsor Name/Phone	Leslie Milvo/43245			
Solicitation No RFP 5800 TLF0301		Project Name	ROCIP 7			
Contract Amount 7,500,000 5 YR		Ad Date (if applicable)	6/20/16			
Procurement Type						
□ AD – CSP       □ AD – CM@R       □ AD – Design Build         □ AD – Design Build Op Maint       □ AD – JOC       □ IFB – Construction         □ IFB – IDIQ       □ PS – Project Specific       □ PS – Rotation List         □ Nonprofessional Services       □ Commodities/Goods       □ Cooperative Agreement         □ Critical Business Need       □ Interlocal Agreement       □ Ratification						
Provide Project Description**						
This RQM is a RFP for Rolling Owner Controlled Insurance Program broker and administrator services.						
Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.						
Previously solicitated under JSD0130. No goals under previous solicitation.						
List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)						
Previous Soliciation: 91869 (Insurance Consulting)						
Tracy Franklin		5/31/2016				
Buyer Confirmation		Date				

FOR SMBR USE ON	ILY			
Date Received	6/1/2016	Date Assigned to BDC	6/1/2016	
In accordance with determination:	Chapter2-9(A-D)-19 of the A	ustin City Code, SM	BR makes the following	
Goals	% MBE		% WBE	
Subgoals	% African America	an	% Hispanic	
kko koka kuma kuma mis <sup>ma (</sup> ili (ili etti kiri kirik kirik kirik kirik kuma vara usunususa) (ili ili kirik k	% Asian/Native A	merican	% WBE	
☐ Exempt from MBB	E/WBE Procurement Program	⊠ No Goals		

<sup>\*</sup> Sole Source must include Certificate of Exemption \*\*Project Description not required for Sole Source



### **GOAL DETERMINATION REQUEST FORM**

This determination is based upon the following:				
<ul> <li>☐ Insufficient availability of M/WBEs</li> <li>☐ Insufficient subcontracting opportunities</li> <li>☐ Sufficient availability of M/WBEs</li> <li>☐ Sufficient subcontracting opportunities</li> <li>☐ Sufficient subcontracting opportunities</li> <li>☐ Other</li> </ul> If Other was selected, provide reasoning:				
MBE/WBE/DBE Availability				
There is 1 WBE and 1 MBE				
Subcontracting Opportunities Identified				
There we no subcontracting opportunitues identifed				
Cassidy Villegan				
SMBR Staff	Signature/ Date			
	6.14.16			
SMBR Director or Designee	Date (-15-16			
Returned to/ Date:				

### **CERTIFICATE OF INTERESTED PARTIES**

FORM 1295

1 of

_				10,1	
	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	CEI	OFFICE USE ONLY CERTIFICATION OF FILING		
1	Name of business entity filing form, and the city, state and country of the business entity's place of business.	- 100 - 100	Certificate Number: 2017-187494		
	Marsh USA Inc.				
	Dallas, TX United States	Date	Filed:		
2	Name of governmental entity or state agency that is a party to the contract for which the form is	04/0	4/2017		
	being filed.	2255			
	City of Austin	Date	Acknowledged:		
3	Provide the identification number used by the governmental entity or state agency to track or identified description of the services, goods, or other property to be provided under the contract.	y the co	ontract, and prov	vide a	
	MA 5800 PA170000037				
	Insurance Broker of Record and Administrator Services for Rolling Controlled Insurance Progra	m Pha	se VII		
_					
4	Name of Interested Darty	\	Nature of		
	Name of Interested Party City, State, Country (place of busi	1622)	·		
			Controlling	Intermediary	
-					
				7 7 7 7	
_					
				er en	
5	Check only if there is NO Interested Party.				
	<u>[X]</u>				
6	AFFIDAVIT I swear, or affirm, under penalty of perjury, that the	e above	disclosure is true	and correct.	
	BRYNN H. DANYLUK				
	Notary Public, State of Texas				
	Comm. Expires 11-30-2019	0		1	
	Notary ID 130453196 Signature of authorized agent of co	atracting	hueingee entity		
	Signature of authorized aggrigor co	macung	g business entity		
	AFFIX NOTARY STAMP / SEAL ABOVE				
	Mar C.	41	. 1	~ I	
	Sworn to and subscribed before me, by the said, this the, this the, this the, this the	<u>) '</u>	day of	MIT.	
	VAX VALUE VA	0	1/1 1 -	.+	
	Signature of officer administering oath  Printed name of officer administering oath	Title of	officer administer	ng oath	
	Signature of State authinistering oath	ine or t	Jincer aurillisie	ng tatii	